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15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NI**

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

21 CONSUMER DEFENSE, LLC, *et al.*,

22 Defendants.

2:18-cv-00030-GMN-PAL

**FTC'S EXHIBITS IN SUPPORT
OF ITS *EX PARTE* MOTION FOR
TEMPORARY RESTRAINING
ORDER WITH ASSET FREEZE,
APPOINTMENT OF RECEIVER,
AND OTHER EQUITABLE
RELIEF, AND ORDER TO SHOW
CAUSE WHY A PRELIMINARY
INJUNCTION SHOULD NOT
ISSUE**

FILED UNDER SEAL

27 VOLUME 9
28

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EXHIBIT 21

DECLARATION OF DAVID AGUAYO

**DECLARATION OF DAVID AGUAYO
PURSUANT TO 28 U.S.C. § 1746**

I, David Aguayo, hereby state that I have personal knowledge of the facts set forth below. If called as a witness, I could and would testify competently as follows:

1. I am a citizen of the United States and am over the age of eighteen (18) years old. I am a paralegal with the Federal Trade Commission (“FTC”) in the Division of Litigation and Technology Analysis. My office address is 600 Pennsylvania Ave NW, CC-9527, Washington, D.C. 20580
2. I have been a paralegal with the FTC since 2016. As part of my work, I support consumer protection investigations, litigation, and initiatives. I am fluent in both English and Spanish and am regularly assigned to investigations involving Spanish-language advertising and marketing.
3. As part of my duties at the FTC, I was assigned to work on the FTC’s investigation of Consumer Defense, LLC; Consumer Link, Inc.; Preferred Law, PLLC; American Home Loan Counselors; American Home Loans, LLC; Consumer Defense Group, LLC, f/k/a Modification Review Board, LLC; Consumer Defense, LLC; Brown Legal, Inc.; AM Property Management, LLC; FMG Partners, LLC; Zinly, LLC; Jonathan P. Hanley; Sandra X. Hanley; and Benjamin R. Horton (collectively, “Defendants”).
4. In particular, I was asked to review two of Defendants’ websites, abogadodemodificacion.com (“Spanish website”) and (homeloanmodificationlawyer.com) (“English website”). A true and correct copy of the Spanish website that I reviewed is attached hereto as **Attachment A**. A true and correct copy of the English website that I reviewed is attached hereto as **Attachment B**.

5. As a result of my comparison, I found that the English and Spanish websites are substantially similar in both design and content. With the exception of a few differences discussed below, it appears that the Spanish website is a Google translation (or other auto-translate program) of the English website, and was not written by someone fluent in Spanish. For example, there are several instances in the Spanish website in which English sentences and idioms are translated word for word and do not make sense in a Spanish context. For example, “Loan Modification Hardship Letter” is translated as “Modificacion del Prestamo Carta de Modificacion Financiera” which does not make sense in Spanish. Further, the fourth paragraph in the English version says, “While it may be clear...”, the Spanish version says the opposite of what the English is saying. In addition, there are instances in the Spanish website where English words appear in the middle of sentences. Further, there are instances in the Spanish website in which random letters are found between words. For example, under the tab “Modificacion del Prestamo Carta de Modificacion Financiera” there are random “AM” letters found in the 4th and 6th paragraph. In my experience, these instances often arise when someone copies and pastes full paragraphs into Google or other automatic translation programs.
6. One difference I found was that under the “Home Loan Modification Resources” hyperlink, the English website has seven tabs while the Spanish website has only six – the “Home Affordable Foreclosure Alternatives” and “Ways to avoid Foreclosure” links are not in Spanish. . Also, one of the six tabs on the Spanish website, “Programa de Vivienda Accesible,” does not have a corresponding tab on the English website. In addition, one of the Spanish website tabs is translated differently from its corresponding English tab: the English

website reads “A Home Loan Lawyer can make all the difference” while the Spanish website reads “Do not Trust Your Home Loan Modification to just any company.”

7. As for the design, the English website has a slogan “We can help you keep your home” whereas the Spanish website does not. The English website has the option for live chat while the Spanish website does not. Moreover, the contact numbers for both websites are different.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct.

Executed in Washington, DC on 12/26/2017.



David Aguayo

Attachment A

AbogadoDeModificacion.com

HABLENOS DE SU PRESTAMO HIPOTECARIO ACTUAL

Su Estado:	Valor de la propiedad (aprox.):	Nombre del prestamista:
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Estatus:	Saldo principal por pagar (aprox.):	Dificultades:
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Tipo de préstamo:	Teléfono:	Correo electrónico:
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ENTIERDAS SUS DERECHOS COMO PROPIETARIO		SU INFORMACION ESTA SEGURA POLIZA DE PRIVACIDAD
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Modificaciones de Prestamos Hipotecarios

Qué es una modificación de préstamo hipotecario?

Una modificación de préstamo hipotecario es un cambio negociado hecho por un abogado de modificaciones, a un préstamo hipotecario existente que reduce con eficacia los pagos del préstamo hipotecario a una cantidad que el dueño de casa mejor puede pagar. El pago se reduce a un 31 por ciento de los ingresos del dueño de casa, por lo tanto el programa es en realidad de gran utilidad para los propietarios de viviendas que tienen pagos del préstamo hipotecario que superan el 31 por ciento de sus ingresos mensuales. También existen programas especiales que un abogado de modificaciones conoce, y que le permite modificar su préstamo incluso si su pago esta por debajo del 31% de su ingreso mensual.

El objetivo de una modificación de préstamo hipotecario es ayudar a los propietarios de viviendas que se encuentran en dificultades para cumplir con el pago de la casa mediante la renegociación de las tasas de interés, tipos de financiación, pagos diferidos o para salir de la obligación y evitar el embargo hipotecario. Lea más acerca de los requisitos para calificar para una modificación de préstamo hipotecario.

Cuál es el punto de una modificación de préstamo hipotecario?

La protección de su puntaje de crédito es un factor decisivo para hacer una modificación de préstamo hipotecario, los propietarios de viviendas que están atrasados en sus pagos del préstamo hipotecario debe tener en cuenta que ya han experimentado un impacto negativo en su puntaje de crédito, sin embargo este impacto es significativamente menor que el impacto que tendría un embargo hipotecario. Trabajar con un abogado especializado en modificación de préstamo puede ayudar a los propietarios de mantener sus propiedades y evitar que el puntaje de crédito reciba se vea mas afectado.

El efecto específico de una modificación de préstamo en su puntaje de crédito depende de cómo el banco reporte la modificación a la oficina de crédito. Es posible y convenientemente solicitar que el Banco reporte la modificación como un ajuste o cambio en el préstamo, de forma que aparezca en el reporte de crédito como un nuevo préstamo que muestre en su informe de crédito como un nuevo préstamo con un pago más bajo y que no haya aumento en el balance de la deuda. Al informar de que el acuerdo de pago modificado esta al dia, también ayudará a proteger su calificación de crédito durante la fase de la "modificación de prueba" del préstamo hipotecario.

El mandato actual como lo indica la administración de Obama, para reducir las ejecuciones hipotecarias es un plan sólido, pero al igual que cualquier programa nuevo, tiene una curva de aprendizaje tanto para los prestamistas como para los

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acreedores. La parte que por lo general está adelante en la jugada del embargo hipotecario y que logra a menudo "cortar a través de la turbidez" y guiar al propietario de vivienda, es un abogado de modificaciones que ayuda al prestamista a ver los beneficios de acceder a una modificación hipotecaria y que lo vean como una opción positiva desde el punto de vista financiero.

Además, usted querrá tener la experiencia de alguien que se especializa en renegociar los préstamos hipotecarios y sabe por esa experiencia y las experiencias de los clientes anteriores, como debe ser el Nuevo arreglo en su situación particular. Usted no quiere darse cuenta después de 6 meses o un año que el nuevo préstamo es imposible de pagar.

Escuche la historia de horror que esta dueña de casa tuvo que pasar al presentar una solicitud de modificación sin conocer las reglas, los reglamentos y todas las opciones disponibles para ella. Consulte a un abogado de modificaciones para manejar su solicitud de modificación, que podría ser su única oportunidad de conseguir lo que usted merece y salvar su hogar.

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Su Estado:	Valor de la propiedad (aprox.):	Nombre del prestamista:
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Estatus:	Saldo principal por pagar (aprox.):	Dificultades:
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Tipo de préstamo:	Teléfono:	Correo electrónico:
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ENTIENDA SUS DERECHOS COMO PROPIETARIO		SU INFORMACION ESTA SEGURA POLIZA DE PRIVACIDAD
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Dificultades en la Modificación de Préstamos Hipotecarios

¿Qué dificultades se tratan en una modificación de préstamo hipotecario?

Los gastos legales necesarios para realizar modificaciones en el préstamo pueden ser incluidos en el nuevo balance del principal reclam negociado del préstamo hipotecario.

Si el dueño de la casa se han acumulado las penalizaciones por retraso bajo el acuerdo actual de la hipoteca, el prestamista debería renunciar a aplicar todas estas sanciones como parte de la modificación de préstamo hipotecario tal como lo indica el mandato para asegurar que el dueño de casa puede pagar sus pagos bajo el acuerdo del préstamo hipotecario modificado.

El tipo de interés (redito) será cambiado de la tasa a la cual el dueño de la casa había negociable inicialmente a la nueva tasa para que coincida con la tasa de interés actual. La fecha en que el prestamista aprueba la modificación de préstamo hipotecario es la fecha que se utiliza para seleccionar la nueva tasa de interés.

La cantidad adeudada completa (principal) debe ser re-amortizada sobre 360 (30 años) del periodo del préstamo hipotecario, con el primer pago a vencer al comienzo del nuevo término.

El prestamista puede optar por incluir una inspección de la propiedad para asegurarse de que la condición de la casa de forma que los gastos que se aproximan en el mantenimiento se tomen en cuenta al modificar los pagos para que el dueño de casa pueda pagar tanto la modificación del préstamo renegociado, como los gastos que se requerirán en el futuro para mantener la propiedad.

Si el dueño de la casa esta desempleado con un cónyuge empleado que no aparece en el contrato de préstamo hipotecario, la entidad financiera llevará a cabo una revisión de los ingresos familiares totales y los gastos para asegurar que la situación financiera permite un excedente suficiente para permitir que el dueño de la casa pueda efectuar los pagos bajo el contrato del Nuevo préstamo hipotecario. La situación que permite que el dueño de la casa pueda tener derecho a dicho acuerdo incluye los pagos que cumplen con la cantidad del préstamo hipotecario modificado, pero es incapaz de pagar los atrasos del convenio original.

El dueño de la casa no tiene qué estar atrazado bajo los términos de su préstamo hipotecario actual, pero debe poder demostrar problemas inminentes para hacer los pagos y mantenerse al día. Tales como quedarse sin ahorros debido a la pérdida reciente de trabajo puede indicar que podría haber un momento en el futuro cercano, cuando los pagos van a sufrir, o dificultades más inmediatas y graves, como un problema de salud, accidente, el divorcio repentino y costosos procedimientos judiciales. Otros problemas que se consideran razones aceptables incluyen, pero no se limitan, a la muerte de un miembro de la familia y otros problemas graves de un

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familiar que puede afectar a los ingresos y ganancias, como la re-ubicación de empleos y el servicio militar.

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HABLENOS DE SU PRESTAMO HIPOTECARIO ACTUAL

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Modificación del Préstamo Carta de Dificultad financiera

Uno de los requisitos para la solicitud de modificación de préstamo hipotecario es la carta de dificultad financiera.

Esta es una carta que describe los motivos por los cuales el dueño de casa está aplicando para el programa de modificación de préstamo. El objetivo de la carta es describir a la entidad crediticia por qué el dueño de la casa tiene dificultades que ha creado una situación que hace imposible continuar con el acuerdo de la hipoteca original y que si la dificultad no se resuelve y el contrato de préstamo no se modifica, el resultado final será una embargo hipotecaria.

La carta debe ser escrita con tanta claridad como sea posible sin ser demasiado larga. Cuando el prestamista lee el documento, tienen que ser capaces de crear una línea clara entre las exigencias del contrato de préstamo vigente, y las dificultades de la persona, sin que se vean obligados a leer páginas y páginas de información para llegar a ese conclusion. la longitud de la carta de dificultad debe ser bien determinada y formada con claridad y no tener más de una sola página de texto escrito, a máquina o de otra manera.

El tono de la carta debe ser profesional, honesto y sin lenguaje extraño o emoción. Los hechos de la carta tendrán que valerse por sí mismas, el único banco decidirá en una modificación si saben que el dueño de casa se lo puede permitir, la línea de fondo. Elos no están en el negocio del suministro de viviendas en una pérdida simplemente porque me siento mal por el solicitante.

Si bien puede ser claro y evidente que la mayoría de las dificultades requieren de una explicación, y casi no son evidentes por sí mismos. ¿no esto, ¡t siempre es así. Por ejemplo, perder un empleo es un impacto bastante claro en un dueño de casa, el AM la capacidad de pago de dinero, ya que es el trabajo que ofrece la renta. Los prestamistas también sabemos que la pérdida de una fuente de ingresos hace que sea difícil pagar por un gasto, sin embargo la pérdida del empleo no es en sí un problema permanente. Si el dueño de la casa ha agotado todas las vías disponibles para rectificar la situación, las dificultades a continuación, va más allá de perder el trabajo a uno de la falta de oportunidades disponibles para sustituir a la fuente perdida, y que esta situación doesn, AOT tiene una solución que es evidente en un futuro próximo a la distancia.

Otras dificultades, tales como una muerte en la familia puede parecer obvio en cuanto al efecto que puede tener en las personas, sin embargo el efecto sobre el dueño de la casa de su pérdida posible que tenga que ser comunicado en un poco más de detalle. Tal vez para luchar contra la angustia que el solicitante haya solicitado la asistencia médica, reduciendo drásticamente la producción que resulta en la incapacidad para trabajar y funcionar con eficacia.

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Unirse a las fuerzas armadas, el movimiento y conseguir un divorcio son razones válidas para tener dificultades para seguir con los pagos como se indica en el acuerdo original de la hipoteca. La búsqueda de ayuda para superar una dificultad no es nada de qué avergonzarse y una parte vital del dueño de la casa, el AM continuaron los esfuerzos por mantener sus acuerdos, evitar el desarraigo de sus familias, no se puede ir hacia la eliminación de los niños de sus escuelas y poniendo en peligro su bienestar emocional bienestar y una serie de otros beneficios. Si usted está teniendo dificultad con el proceso de modificación de préstamo, estamos aquí para ayudar. Por favor díganos cómo una dificultad esté afectando su vida al llenar el formulario.

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Requisitos Para Modificación de Préstamo Hipotecario

El primer requisito para la aprobación de una modificación de préstamo hipotecario es que el dueño de la casa (s) puede costear la cantidad de pagos del préstamo modificado. El solicitante deberá presentar la documentación correspondiente para ser considerado para un préstamo hipotecario modificado.

Estos documentos se describen en "lo que necesita para empezar".

Lo que usted necesita para empezar:

- El estado de cuenta mensual de la hipoteca (Mortgage Statement)
- Información sobre otras hipotecas sobre su casa, si es el caso
- Talones de pago: si a usted le pagan quincenal, necesita dos, si le pagan semanal, necesita cuatro talones – Requisito para todos los miembros de la familia que contribuyen para el pago de la hipoteca
- Los últimos dos años de declaraciones de impuestos – Los mas recientes.
- Si trabaja por cuenta propia, el estado de pérdidas y ganancias.
- La documentación de ingresos que usted recibe de otras fuentes (pensión alimenticia, manutención de los hijos, seguro social, etc)
- Los dos últimos estados de cuenta bancarios
- La cuenta de servicios mas reciente, (gas, electricidad) que muestre el nombre de propietario de la casa y la dirección de la propiedad
- La carta de desempleo, si es el caso.
- Balance de cuenta y pagos mensuales mínimos en todas sus tarjetas de crédito
- Información sobre sus cuentas de ahorros y otros bienes
- También necesita escribir una carta de dificultad financiera describiendo las circunstancias que causaron que sus ingresos se redujeran o gastos que hayan aumentado como la pérdida del empleo, divorcio, enfermedad, etc

Consejos importantes para ayudarte en el camino de calificar para una modificación de préstamo hipotecario

Los bancos y los prestamistas hipotecarios no otorgan las modificaciones de préstamos hipotecarios a cualquiera, el dueño de casa debe demostrar que está enfrentando o sufriendo una dificultad financiera que sin ayuda, va a impedir que mantenga el acuerdo original con la institución financiera y posiblemente perder su

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casa.

Para aumentar sus posibilidades de calificar y tener éxito con una modificación de préstamos, Comience el proceso, con la mentalidad de que usted está haciendo todo esto, por el hecho de que Usted está luchando para salvar su hogar.

- Comience por hacer una lista completa de sus ingresos y gastos y ser más bien estricto cuando se trata de determinar cuales gastos se deben mantener y cuales se deben eliminar. Una Institución financiera no va a ver con buenos ojos una solicitud de modificación de préstamo hipotecario cuando la familia paga \$100+ / mes por cable, tiene cuentas de celular y teléfono excesivas, o cualquier otro gasto que no sea una prioridad, como alimentos, ropa y vivienda. Al proporcionar una hoja de ingresos y gastos se puede sentir como si usted está exponiendo su vida personal, pero esta información puede permitir a un banco tener una visión más clara del tipo de préstamo hipotecario que usted puede pagar y eso sólo puede ser beneficioso para el dueño de casa.
- Con esta lista de ingresos y gastos, tome un momento para considerar lo que su futuro pago mensual puede ser y lo que usted puede de pagar.
- Estudie el préstamo hipotecario original, si usted fue aprobado en una forma irrealista, (de acuerdo con sus ingresos) entonces esto se puede utilizar como un argumento que explica la razón de su atraso y falla en el cumplimiento de su hipoteca. No hay que olvidar que la principal razón para una modificación de préstamo hipotecario es evitar el embargo hipotecario, así que si eso es algo que queremos evitar, debe asegurarse de que para el banco sea más deseable modificar el préstamo que ejecutar la hipoteca de su propiedad.
- Usted tendrá que escribir una carta de dificultad financiera que haga un sumario de las razones de por qué usted está tomando la decisión de seguir adelante con una modificación de préstamo hipotecario. Es necesario que explique las razones por las cuales usted se encuentra en esta situación y lo que le impidió cumplir con su acuerdo original del préstamo de la casa.

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HABLENOS DE SU PRESTAMO HIPOTECARIO ACTUAL

Su Estado:	Valor de la propiedad (aprox.):	Nombre del prestamista:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Estatus:	Saldo principal por pagar (aprox.):	Dificultades
<input type="text"/>	<input type="text"/>	<input type="text"/>
Ingreso mensual en bruto:	Nombre:	Apellido:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Tipo de préstamo:	Teléfono:	Correo electrónico:
<input type="text"/>	<input type="text"/>	<input type="text"/>
ENTIENDA SUS DERECHOS COMO PROPIETARIO		SU INFORMACION ESTA SEGURA POLIZA DE PRIVACIDAD
REV. SU ELIGIBILIDAD		

Programa de Vivienda Accesible

Iniciado por el gobierno de Obama, el programa de "Home Affordable Modification Program" (HAMP), está diseñado para ayudar a las familias que están teniendo dificultades económicas y que pueden perder sus propiedades por incumplimiento del contrato original. El programa, es todo un conjunto de diferentes programas, que incluye la reestructuración de los pagos mensuales de la hipoteca con el programa "Home Affordable Modification Program (HAMP)", el Programa de Vivienda FHA, respaldado por Affordable Modification (FHA-HAMP), Programa para Asuntos de Veteranos "Home Affordable Modification Program" (HAMP-VA), la Alternativa de Reducción del Principal (PRA), el Programa de Modificación del segundo préstamo (2 MP), y el Departamento de Estados Unidos (USDA) Program especial de Administración de Prestamos para la Agricultura.

El propósito de este conjunto de programas es fortalecer una economía dañada y frágil, ayudando a las familias que tienen dificultades económicas para hacer los pagos hipotecarios, como resultado de ingresos reducidos o perdidos, pérdida de empleos, y otras situaciones difíciles que pueden surgir durante este período de dificultad económica, que están fuera de control como una enfermedad debilitante o la muerte.

Programa de Modificación para una Vivienda Accesible "HAMP" – extensión de la Fecha Límite

Para ayudar aún más a las familias y estimular la economía, la administración de Obama está extendiendo la fecha límite de elegibilidad para el programa HAMP hasta el 31 de Diciembre de 2013. Los detalles de la extensión del programa estarán disponibles para los bancos, en Febrero de 2012 y los dueños de casa pueden empezar a aplicar en Mayo de 2012.

El programa extendido trae consigo una serie de cambios con respecto a los requisitos actuales del Programa de Modificación para una Vivienda Accesible. Los aplicantes al programa extendido, se revisarán aunque no hayan podido cumplir con el requisito actual del 31 por ciento de porcentaje entre la deuda y el ingreso, además, los propietarios de viviendas que no completaron el período de prueba HAMP, por alguna razón o que fueron rechazados de HAMP por que no cumplieron con los pagos hipotecarios convenidos, también serán revisados.

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Modificación del Préstamo Carta de Dificultad Financiera

Requisitos Para Modificación de Préstamo Hipotecario

Programa de Vivienda Accesible

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Su Estado:	Valor de la propiedad (aprox.):	Nombre del prestamista:
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Estatus:	Saldo principal por pagar (aprox.):	Dificultades:
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Ingreso mensual en bruto:	Nombre:	Apellido:
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ENTIENDA SUS DERECHOS COMO PROPIETARIO		SU INFORMACION ESTA SEGURA
		REV. SU ELIGIBILIDAD
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No importa quién sea el dueño, ni los detalles de la situación en particular, cada dueño de casa, que ha llegado a la conclusión de que su capacidad de cumplir el acuerdo original de la hipoteca se ha visto comprometida por un cambio importante de la vida, debe buscar ayuda para protegerse a sí mismo y salvar su hogar mediante la aplicación de un programa de modificación al préstamo de la casa. Debe empezar a trabajar en su aplicación en este momento y punto. Cada día que pasa es otro día que podría ser utilizado para salvar su hogar, por lo que tanto la oportunidad y el tiempo son elementos esenciales para tener éxito en lograr un préstamo modificado.

Por qué la ayuda legal de un abogado de modificaciones es el mejor camino a seguir?

El Programa de Modificación "Home Affordable Program" HAMP y otros programas, pueden ser un proceso complicado, la atención a los detalles y el conocimiento de los parámetros del programa son esenciales. La mayoría de los propietarios de viviendas deben aprovechar la ayuda y asistencia que solo un abogado de modificaciones puede brindar. Los abogados de modificación, no solo están calificados y con la experiencia necesaria en el trabajo de las modificaciones de préstamos pero están encima de los problemas y los requisitos de elegibilidad que abundan en estos programas.

Hay una serie de fuentes informativas que aseguran que es posible presentar una solicitud y recibir el resultado deseado, pero esto no es recomendable. En la misma medida que la compra de la casa, muy probablemente, la mayor obligación financiera que cualquier persona toma en su vida, la modificación es el segundo compromiso financiero más grande que cualquier dueño de casa tendrá que realizar, y se necesita un profesional con años de experiencia para hacerlo correctamente.

Recientemente, la Comisión Federal de Comercio estableció algunas regulaciones para proteger a los propietarios de viviendas que están sufriendo una situación financiera difícil y que tienen que modificar sus préstamos para la vivienda en un esfuerzo por reducir sus pagos mensuales.

El fallo estableció que cualquier entidad financiera que ofrece servicios de modificación de préstamo no se le permite recibir una comisión por esos servicios hasta que el dueño de la casa acepte una modificación de préstamo hipotecario. El beneficio que el dueño de la casa tiene en este ambiente de alivio de los servicios financieros es que los honorarios por los servicios de modificación pueden ser incluidos en el plan de renegociación, y como tal, no tienen que salir del bolsillo del

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Modificaciones de Prestamos Hipotecarios

Dificultades en la Modificación de Prestamos Hipotecarios

Modificación del Préstamo Carta de Dificultad financiera

Requisitos Para Modificación de Préstamo Hipotecario

Programa de Vivienda Accesible

No Confie la Modificación de su Prestamo a cualquier compañía

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dueño de la casa. Teniendo en cuenta que cada dueño de casa que (con éxito) aplica para una modificación de préstamo hipotecario está corto de fondos, esto reduce eficazmente la barrera de entrada y crea una plataforma de la responsabilidad de la compañía financiera que ofrece el servicio.

El programa iniciado por la FTC se llama "La regla de Servicios de Alivio y Asistencia Hipotecaria" que crea una regla y la prohibición de recargos en avance de el acuerdo negociado, y destaca que todas las empresas que ofrecen este servicio funcionen con total transparencia y den a conocer toda la información pertinente. Si una empresa no está afiliada con el gobierno o los programas del gobierno, entonces la compañía debe advertir a los dueños de casa que no participan y tambien deben advertir que una solicitud de ayuda financiera a través de los programas de gobierno con ellos no tendría éxito y que cualquier consejo en cuanto a la retención de pagos de la hipoteca podría resultar en la pérdida de su casa y el consiguiente daño a su puntuación de crédito. Los recargos también deben ser reveladas al comunicarse con el dueño de la casa, que la cuota no tiene que ser pagada si la oferta negociada es negada o rechazada, y que el dueño de casa puede optar por dejar de utilizar los servicios de la compañía , en cualquier momento.

La regla de Servicios de Alivio y Asistencia Hipotecaria, también impide que cualquier empresa haga afirmaciones sobre el éxito de las aplicaciones (en el contexto de una promesa o la probabilidad), exige a las empresas, proporcionar términos de reembolso y cancelación, sea que hayan realizados los servicios prometidos o no, ya sea representación legal este disponible para el proceso de aplicación, programas alternativos, y el potencial de ahorro de la empresa, los servicios administrativos y operacionales.

Se recomienda encarecidamente mantener estas preguntas en cuenta cuando se busquen los servicios financieros de ayuda, independientemente de la naturaleza del proveedor de servicios. Como abogados de modificación de préstamos hipotecarios, estamos en la posición afortunada y orgullosa de estar obligados a respetar el código de ética que rigen nuestra industria. Nos parece que esta capa adicional de protección cubre un largo camino proporcionar a los propietarios de viviendas un grado de confort y tranquilidad. No sólo somos expertos en este servicio, pero nuestra experiencia nos permite tener en cuenta una amplia gama de problemas que enfrentan los propietarios de casas, amplia gama de problemas, y por lo tanto podemos asegurar que la solicitud se someta exitosamente.

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Attachment B

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Property Value (Approx.):

Your Home Loan Lender:

Mortgage Payment Status:

Balance Owing (Approx.):

Experiencing Hardship?

Owner Monthly Income:

First Name:

Last Name:

Loan Type:

Phone:

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that all companies offering this service operate in complete transparency and disclose all pertinent information. If a company is not affiliated with the government or government programs, then that company must also state this, and also warn home owners that an application for financial relief through the government programs may not be successful and that any advice with regards to withholding mortgage payments could result in the loss of their home and subsequent damage to their credit score. Fees must also be disclosed when communicating with the home owner, that the fee doesn't have to be paid if the negotiated offer is denied or rejected, and that the home owner can choose to stop utilizing the company's services at any time.

The Mortgage Assistance Relief Service also prevents any company from making claims regarding the success of applications (in the context of a promise or likelihood), requires those companies to provide refund and cancellation terms, whether or not they have ever performed the services promised, whether legal representation will be made available for the application proceedings, alternative programs, and the savings potential of the company's services.

It is strongly advised to keep these questions in mind when pursuing financial relief services, regardless of the nature of the service provider. As home loan modification lawyers, we are in the fortunate position and proud to also be required to uphold the code of ethics that govern our industry. We find that this extra layer of protection goes a long way to providing home owners a degree of comfort and peace of mind. Not only are we skilled at this service, but our experiences allow us to bear in mind a wide array of issues facing a home owner's diverse range of problems, and so we can ensure that the application is submitted successfully.

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<input type="text"/>	<input type="text"/>	<input type="text"/>
Mortgage Payment Status:	Balance Owing (Approx.):	Experiencing Hardship?
<input type="text"/>	<input type="text"/>	<input type="text"/>
Owner Monthly Income:	First Name:	Last Name:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Loan Type:	Phone:	Email:
<input type="text"/>	<input type="text"/>	<input type="text"/>

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Other HAMP Programs

Home Affordable Foreclosure Alternatives

Home Affordable Foreclosure Alternatives Program (HAFA)

With a regular short sale, the homeowner is responsible for the balance remaining on the home, or rather the difference between the amount owing on the mortgage and whatever the home sold for at the short sale. With a HAFA short sale, the homeowner is released from the mortgage after selling the home. What this means to the homeowner is that they are no longer responsible for the difference between the mortgage balance and the sale price of the home. The balance is waived by the lender. However, in a HAFA short sale, the lender works with the homeowner to come up with a suitable sale price, which means there is a chance that the home may not sell for the agreed upon value, at which point the homeowner can look towards a deed-in-lieu.

Other benefits of the HAFA Program

Working with the HAFA program will result in a less negative effect on the homeowners credit score than traditional foreclosures or short sales.

Also called the Exit Gracefully program, this program provides assistance to those for whom home ownership can no longer be an option. The program is designed to allow the home owner to exit the loan agreement, avoid a foreclosure and receive \$3,000 towards relocation, giving the homeowner the relief from an unbearable financial burden and providing the basics of a fresh start. Successful applicants will not see an impact on their credit report that often comes with a foreclosure.

And, when the deal is closed, the HAFA fund will provide \$3,000 in relocation assistance to help the homeowner transition out of the current property ad into the new one.

Qualifications

The basic qualifications are very much like the other programs;

- The homeowner must reside in the home or have lived there within the last 12 months.
- It is possible to document a financial hardship.
- the applicant has not purchased a new home within the last 12 months.
- The primary mortgage is less than \$729,750.
- The mortgage was created on or before January 1, 2009.
- The homeowner has not been convicted within the last 10 years of felony larceny, theft, fraud, forgery, money laundering or tax evasion in connection with a mortgage or real estate transaction.

Applicants can qualify for this route if they did not qualify or complete the HAMP Trial

Period or if the homeowner could not sell their home after 120 days on the market. There must not be any other liens on the property, there must be documented proof of a financial hardship or if the home loan payments are more than 31 percent of the home's value.

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More on a Short Sale

A Short Sale is when a lender agrees that the sale of the home, even though the home is now worth less than the amount owing on the mortgage, is an acceptable way out of the home loan, and the home owner has exhausted all resources including the HAMP program and all other available applicable avenues. Mike Kelly shares with us what the differences are between a Short Sale and a Foreclosure.



Deed In Lieu

This is a process by which the homeowner simply signs over the title of the home to the lender and the lender cancels the mortgage. This can be an acceptable way through the situation should the lender not wish to short sell the home and lose the asset altogether, or if the homeowner has exceeded all other options or does not qualify for other options, or can not sell the home or through a hardship is not able to adequately apportion the time and effort required to work on the situation.

There may be problems if the home has any additional claims and liens against it, second mortgage through another lender, or if other lenders who backed the mortgage would rather short sell the home. The applicant can also qualify for the Deed In Lieu if the homeowner has recently filed for bankruptcy.

It is important to note that most of the options available for foreclosure also come with a detrimental effect to the homeowner's credit rating. It is advisable to check with a home loan modification lawyer to see if you qualify and how your choices will effect your credit.



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Experiencing Hardship?

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Loan Type:

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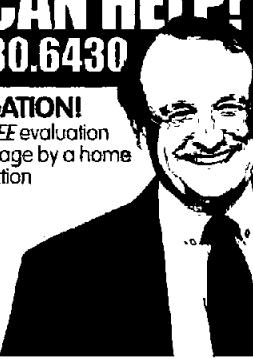
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private accounts (non-emergency) such as savings accounts can be prioritized, or any other expenses that are not a priority such as food, clothing and shelter. Providing an income and expense sheet may feel like you are exposing your personal life, but this information will allow a lender to draw a more clear picture of the type of renegotiated home loan you can afford, and that can only be beneficial to the home owner.

- Using this list of revenue and expenses, take a moment to consider what your future monthly home loan payment might look like and what you can afford to pay.
- Research your original home loan, if you were unrealistically approved then this can go towards an argument that supports your hardship statement. Don't forget that the main reason for a home loan modification is to avoid foreclosure, so if that is something you want to avoid, then make sure that your idea of what you can afford in the future is a more desirable situation for the bank than to foreclose on your property.
- You'll need to write a Letter of Hardship which outlines the reasons as to why you are making the decision to go through with a home loan modification. They need to describe the reasons as to how you found yourself in this situation and what is preventing you from maintaining your original home loan agreement.

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---	---	---
Owner Monthly Income:	First Name:	Last Name:
---	---	---
Loan Type:	Phone:	Email:
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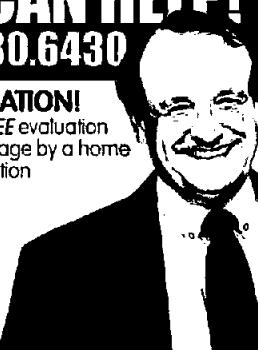
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Home Loan Modifications

What Is a home loan modification?

A home loan modification is a negotiated change made to an existing home loan by a home loan modification lawyer that effectively reduces the home loan payments to an amount that the home owner can better afford to pay. The payment is reduced to 31 percent of the home owner's income to loan ratio, and so the program is therefore only really of any use to those home owners who have home loan payments that exceed 31 percent of their monthly income.

The goal of a home loan modification is to help home owners who find themselves unable to meet current home loan payment obligations by renegotiating interest rates, financing rates, deferred payments or to exit the obligation to avoid foreclosure. Read more about the [requirements to qualify for a home loan modification](#).

What Is the point of a home loan modification?

If protecting your credit score is a factor in your decision to make a home loan modification, then home owners who are delinquent on their home loan payments should note that they have already experienced an impact on their credit score, however this impact is significantly lower than the impact that a foreclosure will have. Working with a home loan modification lawyer can help home owners to maintain their property and prevent their credit score from taking any additional hits.

The specific effect of a loan modification on your credit score depends on how the bank reports the modification to the credit bureau. It is possible and advisable to request that the bank report the change to the loan as a loan adjustment, showing on your credit report as a new loan with a lower payment and no increase in the debt structure. Reporting that the modified payment agreement is current will also help to protect your credit rating during the 'trial modification' phase of the home loan modification.

The current mandate as outlined by the Obama administration to reduce foreclosures is a solid plan, but like any new program, there is a learning curve for both the lenders and the borrowers. The party that is usually ahead of the game is a home loan modification lawyer and can often cut through any cloudiness and guide the borrower while helping the lender see the benefits of yielding to a home loan modification, and to see it as a financially positive choice.

In addition, you'll want to have the experience of someone who renegotiates home loans for a living and knows from that experience and the experiences of previous clients what a proper new home loan should look like for someone in your particular situation. You don't want to find out after 6 months or a year that your new home loan is still a difficult one to maintain.

HOME LOAN MODIFICATION RESOURCES

Home Loan Modification Information

A Home Loan Lawyer can make all the difference

Home Loan Modification Requirements

Home Loan Modification Issues

Loan Modification Hardship Letter

Ways To Avoid Foreclosure

Home Affordable Foreclosure Alternatives

GOVERNMENT FUNDED HOME LOAN MODIFICATION PROGRAMS

Make Home Affordable Program (MHA)

Principal Reduction Alternative (PRA)

Second Lien Modification Program (2MP)

Hardest Hit Fund Program (HHF)

Home Affordable Modification Program (HAMP)

Other HAMP Programs

START CHAT

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Listen to the horror story that this home owner had to go through by submitting an application without knowing all the rules, regulations or options available to her.
Consult a lawyer to handle your home loan modification application, it might be your only chance to get what you deserve!

(versión española)



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HomeLoanModificationLawyer

We can help you keep your home!

TELL US ABOUT YOUR CURRENT HOME LOAN

Your State:	Property Value (Approx.):	Your Home Loan Lender:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mortgage Payment Status:	Balance Owning (Approx.):	Experiencing Hardship?
<input type="text"/>	<input type="text"/>	<input type="text"/>
Owner Monthly Income:	First Name:	Last Name:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Loan Type:	Phone:	Email:
<input type="text"/>	<input type="text"/>	<input type="text"/>

UNDERSTAND YOUR RIGHTS AS A HOME OWNER.

YOUR INFO IS SAFE. READ OUR PRIVACY POLICY

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WE CAN HELP!
888.980.6430

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RAISE YOUR EXPECTATIONS, HAVE A LAWYER HANDLE YOUR APPLICATION.

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GOVERNMENT FUNDED HOME LOAN MODIFICATION PROGRAMS

[Make Home Affordable Program \(MHA\)](#)

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[Second Lien Modification Program \(2MP\)](#)

[Hardest Hit Fund Program \(HHF\)](#)

[Home Affordable Modification Program \(HAMP\)](#)

[Other HAMP Programs](#)

START CHAT

START CHAT

prevent the uprooting of their families, can go towards not removing kids from their schools and jeopardizing their emotional well being and a host of other benefits. If you are having difficulty with the loan modification process, we are here to help. Please tell us how a hardship is effecting your life by filling out the form.

[versión española](#)



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We can help you keep your home!

TELL US ABOUT YOUR CURRENT HOME LOAN

Your State:

Property Value (Approx.):

Your Home Loan Lender:

Mortgage Payment Status:

Balance Owed (Approx.):

Experiencing Hardship?

Owner Monthly Income:

First Name:

Last Name:

Owner Monthly Income:

Phone:

Email:

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Unfortunately, the Emergency Homeowners Loan Program (EHL) is closed, and not accepting any additional applications. However there are alternatives, such as the [Hardest Hit program](#).

[version española](#)

There are a number of States that qualify for emergency funding for homeowners who are at risk of foreclosure, check to see if your state is among them. In addition to those States and a handful of States that offer additional emergency funding, they include Connecticut, Delaware, Idaho, Maryland and Pennsylvania. If you live in one of these States, you may be eligible for additional emergency funding. Contact a [home loan modification lawyer](#) to see what can be done to take advantage of those resources.

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EXHIBIT 22

DECLARATION OF JENNIFER YADOO

**DECLARATION OF JENNIFER YADOO
PURSUANT TO 28 U.S.C. § 1746**

I, Jennifer Yadoo, declare that:

1. I have personal knowledge of the facts as set forth below.
2. I am a citizen of the United States and am over eighteen (18) years of age. I am a Paralegal Specialist (“Paralegal”) for the Federal Trade Commission. I am currently assigned to the Division of Litigation Technology and Analysis in the FTC’s Bureau of Consumer Protection. My mailing address is 600 Pennsylvania Avenue, NW, Mail Stop CC-9424, Washington, D.C. 20580.
3. I have been a Paralegal with the FTC since July 2015. My responsibilities for the FTC include investigating suspected violations of consumer protection laws, including the Federal Trade Commission Act, and the Mortgage Assistance Relief Services (“MARS”) Rule. In the normal course of carrying out my investigative responsibilities, I regularly use Internet search engines, electronic databases, spreadsheet software, and other software-based investigative and organizational tools.
4. I have been assigned to work on the Commission’s investigation of Defendants Consumer Defense, LLC (“Consumer Defense – Nevada”); Consumer Link, Inc. (“Consumer Link”); Preferred Law, PLLC (“Preferred Law”); American Home Loan Counselors; American Home Loans, LLC (“American Home Loans”); Consumer Defense Group, LLC, f/k/a Modification Review Board, LLC (“Consumer Defense Group”); Consumer Defense, LLC (“Consumer Defense – Utah”); Brown Legal, Inc. (“Brown Legal”); AM Property Management, LLC (“AM Property”); FMG Partners, LLC (“FMG Partners”); and Zinly, LLC (“Zinly”) (collectively, the “Corporate

Defendants"); and Jonathan P. Hanley; Sandra X. Hanley; and Benjamin R. Horton (collectively, the "Individual Defendants").

Web Captures

5. During the investigation, I captured and preserved the content of Defendants' websites using a software program called SnagIt and the web capture application of the Adobe Acrobat software. Starting in September 2017, I reviewed the websites every 2-3 weeks to determine if Defendants had made substantial changes to their websites. Table 1 is a list of the websites I captured, the date captured I them, and the corresponding letter of each of their attachments. The most recent versions of the websites that I captured on December 18, 19, and 26, 2017 are attached to this declaration. Captures of previous versions of the websites are available upon request.

Table 1 – Defendants' Websites

Website	Dates Captured	Attachment
www.abogadodemodificacion.com	6/27/2017; 9/12/2017; 9/27/2017; 10/12/2017; 10/26/2017; 11/9/2017; 11/29/2017; 12/19/2017	A
www.homeloanmodificationlawyer.com	6/28/2017; 9/27/2017; 10/26/2017; 11/9/2017; 11/29/2017; 12/18/2017	B
www.attorneyloanmodifications.com	6/27/2017; 9/12/2017; 9/27/2017; 10/12/2017; 10/16/2017; 10/26/2017; 11/9/2017; 11/29/2017; 12/18/2017; 12/26/2017	C
www.americanhomeloans.com	6/27/2017; 9/12/2017; 9/27/2017; 10/12/2017; 10/26/2017; 11/9/2017; 11/29/2017; 12/19/2017	D
www.consumerdefense.com	6/28/2017; 9/12/2017; 9/27/2017; 10/12/2017; 10/26/2017; 11/9/2017; 11/29/2017; 12/18/2017	E
www.hardshipletters.com	6/28/2017; 9/12/2017; 9/27/2017; 10/12/2017; 10/26/2017; 11/9/2017; 11/29/2017; 12/18/2017	F
www.hardshipletters.org	6/27/2017; 9/12/2017; 9/27/2017; 10/12/2017; 10/26/2017; 11/13/2017; 11/29/2017; 12/18/2017	G

www.homerelief.com	6/27/2017; 9/12/2017; 9/27/2017; 10/12/2017; 10/26/2017; 11/9/2017; 11/29/2017; 12/18/2017	H
www.preferedlawteam.com	10/18/2017; 10/26/2017; 11/9/2017; 12/6/2017; 12/19/2017	I

6. Defendants' websites contain very similar language and images to describe and advertise their mortgage loan modification services.
7. Attachments B and C contain multiple paragraphs of identical text. For example, Attachment B and Attachment C contain the same two paragraphs:

The Home Affordable Modification Program and other Make Home Affordable programs can be an involved, detail-oriented and often complicated application process. Most home owners should avail themselves of the help and assistance that a home loan modification lawyer can provide. Not only are modification lawyers both qualified and experienced at working on home loan modifications, but these lawyers are on top of the issues that surround the programs and eligibility requirements.

There are a number of resources that claim that it is possible to submit an application and receive the desired result, but this is highly discouraged. In as much as buying the home in the first place was, quite likely, the largest financial obligation the home owner made make in their lifetime, it stands to reason that if paying for it has become too big of a burden, that modifying the original agreement is the next largest financial obligation that same home owner will ever make, and it takes a professional with years of experience to do it correctly.

8. Attachments D and E are nearly identical versions of each other.
9. Attachments B, C, and H make specific references to government programs such as the Making Home Affordable Program and the Hardest Hit Program.
10. Attachments B, C, and H state that home modification lawyers will work with consumers to qualify them for a modification.
11. Attachments B and C warn consumers to beware of scams and specifically reference the FTC's MARS Rule.
12. Only Attachments C and H provide certain disclosures about Defendants' mortgage loan modification services stating that Defendants are not associated with the government or

approved by the government or consumers' lenders and that consumers' lenders may not agree to change their loans. In both attachments, the government and lender association or approval disclosure is written in small text that consumers can see only after scrolling to the bottom of the webpage, and is not preceded by the heading "**IMPORTANT NOTICE**" in bold and in a font size larger than the disclosure. In Attachment C, the disclosure that consumers' lenders may not agree to change their loans is only visible after clicking on a link in small text at the bottom of the webpage that is labelled "**Important MARS Disclosure.**" In Attachment F, the same disclosure is written in small text that consumers can see only after scrolling to the bottom of the webpage, and is not preceded by the heading "**IMPORTANT NOTICE**" in bold and in a font size larger than the disclosure.

Undercover Call

13. On June 29, 2017, I placed a telephone call to Defendants at (888) 980-4750, the number listed on Defendants' website www.attorneyloanmodifications.com. I spoke with a representative who answered the phone "Mortgage Relief" and identified herself as Vanessa. Vanessa and I spoke at length about Defendants' mortgage assistance relief services. During the call, Vanessa said that she worked for "American Home Loans" and that a company named "Consumer Link" would do the "processing," but that "we're all combined." I successfully recorded the conversation and arranged for the copy to be transcribed. The original recording is saved on my work computer. I have reviewed the transcript of the call and compared it to the original recording. The transcript accurately reflects the telephone call. A true and accurate copy of the transcript of my call with

Defendants (with my undercover name and contact information redacted) is attached to this declaration as **Attachment J**.

Consumer Complaint Review

14. FTC staff obtained consumer complaints from three sources: the Consumer Sentinel Network (“Sentinel”), the Better Business Bureau (“BBB”), and the State of Connecticut Department of Banking. The Consumer Sentinel Network is a database of consumer complaints maintained and administered by the FTC. The database receives complaints from consumers who directly contact the FTC, either by mail, telephone, or through the FTC’s website, as well as from the FTC’s partnership with other law enforcement agencies and consumer protection organizations. Given the vast number of complaints from numerous sources, Sentinel complaints are purged from the database regularly every five years.
15. During the course of the investigation, I searched the Sentinel database for complaints filed against the Defendants. I reviewed the complaints and removed approximately 81 complaints that did not appear to be related to the Defendants as well as approximately 17 complaints that appeared to be duplicates. After removing these complaints, my search of the Sentinel Database yielded approximately 235 complaints from 216 consumers filed between January 4, 2012 and September 14, 2017. I removed an additional 88 complaints that were either blank or did not contain enough information to gather the details of the complaint which left approximately 147 complaints filed by 128 consumers. The complaints ranged in date from January 4, 2012 to September 14, 2017. True and correct redacted copies of the complaints submitted to Sentinel are available

upon request. A true and correct redacted copy of a Sentinel complaint is attached to this declaration as **Attachment K**.

16. During the investigation, the FTC received complaints from the Better Business Bureau of Utah. The BBB typically sends consumer complaints to Sentinel. I reviewed the complaints submitted by the BBB to determine whether the complaints we received directly from the BBB were duplicates of the complaints I downloaded through Sentinel. After comparing the complaints I downloaded from Sentinel with the complaints from the BBB, I found there were approximately 41 additional BBB complaints filed against the Defendants between April 5, 2013 and April 28, 2017. True and correct copies of the complaints submitted to the BBB of Utah are available upon request. A true and correct redacted copy of a BBB complaint is attached to this declaration as **Attachment L**.

17. The FTC received one complaint from the State of Connecticut Department of Banking. A true and correct redacted copy of this complaint is attached to this declaration as **Attachment M**.

18. In total for the complaints that contained enough information to be categorized, there were approximately 170 unique consumers who filed 189 complaints against the Defendants. I reviewed the complaints and categorized them by issue. A breakdown of the main issues that concerned consumers is listed in Table 2 below.

Table 2 – Consumer Complaint Summary

Issue	Number of Complaints
Consumer did not receive a modification	102
Consumer was guaranteed or told it was highly likely Defendants would obtain a modification	71
Consumer was instructed not to pay mortgage or to stop communication with lender	47
Consumer's home entered foreclosure or Defendants failed to stop foreclosure	40

Consumer lost home	18
Consumer had difficulty in communicating with Defendants	40
Consumer believed s/he was receiving legal services	19
Consumer believed Defendants had a government affiliation	3
Defendants claimed to have a special relationship with lender	5
Consumer stated s/he paid Defendants before Defendants began working or consumer obtained modification	17

Consumer Interviews

19. Over the course of the investigation I conducted telephone interviews with consumers who filed complaints against Defendants. The FTC obtained 20 declarations signed by consumers. I interviewed an additional four consumers. This declaration describes my recollection of those interviews.

Interview with Meshelle

20. I first spoke with Meshelle in or around December 2016. Meshelle filed a complaint against Defendants in September 2016. Meshelle is a U.S. citizen residing in Los Angeles, California.

21. Meshelle told me that she first got in touch with Preferred Law in or around February 2015. At the time, she and her husband were very dissatisfied with the terms of their mortgage at Nationstar Mortgage. They had purchased their home in 1996 and made every payment on time for over ten years. She told me that her family started to face financial difficulties in late 2008. She and her husband had two kids away at college and their bills started to pile up. It became increasingly difficult for Meshelle and her husband to fulfill their financial obligations. Because of her family's financial problems and the housing crash, her home was upside down and her servicers were not willing to reduce her principal balance or forgive any fees or penalties she had accrued. Meshelle

and her husband attempted a modification with Nationstar but were offered a 2% interest rate which would eventually revert back to 8.35% after two years.

22. On television, Meshelle saw an advertisement for a company called Preferred Law, which touted its success in working out desirable and permanent loan modifications for dissatisfied homeowners. It also stated that banks and loan servicers were more likely to work with Preferred Law because of its status as a law firm. Meshelle called the company to see if it could help her reduce the principal on her loan and stabilize her interest rate.

23. An employee from the company named Jonathan Hanley called Meshelle back and stated he was the general manager. She and her husband spoke with Jonathan at great length about the services Preferred Law would be able to provide. They wanted to make sure Preferred Law could reduce the principal and interest rate on their loan and make the modification permanent. Meshelle told me that Jonathan guaranteed that Preferred Law could do both of these things. He stated that he had success in working out modifications with Nationstar in the past and would be able to do the same for Meshelle and her husband. Meshelle told me this was the only time she ever spoke with Jonathan. A true and correct redacted copy of pages of Preferred Law's Service Guarantee Agreement and Fee and Representation Agreement from February 2015 are attached to this declaration as **Attachment N.**

24. Meshelle and her husband sent in the application for her modification which included pay stubs, banks statements, tax forms, a 4506T form, and a Dodd-Frank certification. They also sent Preferred Law a Hardship Letter explaining their financial situation in greater depth. Once Meshelle and her husband completed the application, Preferred Law told

Meshelle's husband to stop paying their mortgage to Nationstar. Preferred Law did not warn Meshelle and her husband that there could be negative consequences if they stopped paying their mortgage. A true and correct redacted copy of the hardship letter from March 2015 is attached to this declaration as **Attachment O**.

25. In the meantime, Meshelle told me that she was to pay Preferred Law \$650 a month for a total of six months, equaling \$3,900. A true and correct redacted copy of Meshelle's payment form from March 2015 is attached to this declaration as **Attachment P**.

26. In or around April 2015, Preferred Law came back to Meshelle and her husband with the exact same modification they had been offered previously by Nationstar. It neither reduced their principal nor gave them a permanent or lower interest rate. It also required them to pay a qualifying payment of \$5,806.90 and monthly payments of \$2,365.86. Meshelle told me that she called Preferred Law and spoke with either Mia Apcho or Misty Frompton, the two employees assigned to her case. The person she spoke to tried to get her to accept the modification but she refused. She explained that it did not lower her interest rate or reduce her principal. The representative promised Meshelle that she would come back to her and her husband with a better modification. At this point, Meshelle and her husband were still hopeful Preferred Law would fulfill its promise. A true and correct redacted copy of Meshelle's first modification offer is attached to this declaration as **Attachment Q**.

27. In or around August 2015, Preferred Law sent Meshelle a second modification offer, which also failed to reduce her principal and lower her interest rate. It required her to pay a qualifying payment of \$11,613.80 and a monthly payment of \$2,380.35. Meshelle told me that she called the company and spoke with her case manager. She and her husband

again rejected the modification, and her case manager promised that she would come back to Meshelle with a desirable modification. A true and correct redacted copy of Meshelle's second modification offer is attached to this declaration as **Attachment R**.

28. In or around December 2015, Meshelle and her husband were offered a third modification, which also failed to meet the standards that Jonathan Hanley had originally promised them. Moreover, the terms kept getting worse. It included a qualifying payment of \$11,613.80 and monthly payments of \$2,781.17. At this point, Meshelle and her husband were really frustrated. They refused the third modification offer as well. A true and correct redacted copy of their third modification offer is attached to this declaration as **Attachment S**.

29. After the third modification offer, Meshelle called the company and spoke with a supervisor named Kathy so that she could understand why Preferred Law didn't come back to them with the modification Jonathan had promised. Meshelle told me that she had asked to speak with Jonathan, but Kathy came up with an excuse as to why he wasn't available at that time. Kathy explained that a private investor owned their loan and the investor's hands were tied. Kathy also stated that private investors did not have to follow the same rules as commercial banks. Since Preferred Law had not fulfilled its promise, Meshelle told Kathy that it was not fair for her to keep paying every month. Kathy told Meshelle that she and her husband could stop paying, which they did after rejecting the third modification. In total, they made five out of six payments.

30. For some time after this, Meshelle received calls from the finance department asking for the last payment. Meshelle explained that Kathy said that she and her husband could stop paying. Meshelle said Kathy contacted the finance department and confirmed this.

Eventually the finance department stopped calling Meshelle, and she has not been in touch with Preferred Law since.

31. In total, Meshelle paid Preferred Law about \$3,250 in fees and did not receive what she was promised. All three modifications offered to her were worse than the terms of her original loan from Nationstar.

Interview with Daniel

32. I first spoke with Daniel in or around December 2016. Daniel filed a complaint against the Defendants in September 2016. Daniel is a U.S. citizen residing in Stockton, California.

33. Daniel told me that he first contacted the Modification Review Board in or around December 2013. At the time, he had just gotten out of the hospital after five months of treatment and his home was on the verge of foreclosure with Bayview Loan Servicing because he had defaulted on his mortgage.

34. Daniel contacted Bayview in order to obtain a modification on his loan, but he was rejected. Daniel explained to Bayview that in the upcoming year he would have more income because his wife was going to start receiving Social Security, and Daniel would start receiving disability benefits from Medi-Cal. His son and daughter who both had jobs would also be moving in with them. Daniel told me that the person he spoke to on the phone had no empathy for his situation, and he was denied for a modification.

35. Daniel searched on Google for a service that could help him obtain a modification. He clicked on a link for the Modification Review Board. Daniel told me that he thought that the Modification Review Board was affiliated with a government entity since its name

was similar to the government's Independent Foreclosure Review. Daniel read through the website which claimed it could help homeowners obtain modifications they could not receive on their own.

36. It was late at night, but Daniel called the number he had found on the website. A man named Efrain picked up the phone and they spoke for a long time. According to Daniel, Efrain was very affable, and they had a pleasant conversation. Daniel explained his situation, and Efrain guaranteed that Modification Review Board could save Daniel's house. Efrain promised Daniel that the Modification Review Board would secure him a lower interest rate, reduce his monthly payments, and reduce his principal. At this point, Daniel realized he was communicating with a private company rather than the government because Efrain said that Daniel would have to pay for these services. However, Daniel was willing to pay because he was so desperate to keep his home. Efrain also said that Modification Review Board would do a forensic audit on Daniel's loan with Bayview. Efrain told Daniel not to contact Bayview and to stop making payments. Efrain did not warn Daniel there would be consequences if he stopped making these payments. Daniel told me that he was happy to hear this because he was so upset with Bayview for its lack of empathy when it rejected Daniel's request for a modification.

37. While Daniel was on the phone, Efrain emailed him a service guarantee agreement, payment form, and borrower's authorization form. Daniel opened the email and noticed there were many errors in spelling and grammar in the email. On the payment form, Daniel also noticed the header stated Preferred Law. Daniel told me that he looked past these issues because he was so desperate to keep his house. A true and correct redacted

copy of Efrain Rivera's email to Daniel with the attached service guarantee agreement, payment form, and borrower's authorization are attached to this declaration as

Attachment T.

38. The payment form outlined that Daniel would have to pay \$650 per month for six months. He also paid another \$1,000 for expedited service. Daniel ended up paying close to \$5,000 in total.
39. About a week later, Daniel received an email stating that he would need to submit documents such as a Dodd-Frank Certification Form, a Request for Mortgage Assistance Form, 4506-T form, a hardship letter, utility bill, and his 2011-2012 tax returns. A true and correct redacted copy of this email and his signed Dodd-Frank Certification are attached to this declaration as **Attachment U**.
40. Daniel told me that he signed up with the Modification Review Board because he believed that this company was going to fight for him to keep his home and obtain a favorable modification. However, as time went on, Daniel said he saw this was not the case.
41. Although Preferred Law obtained a modification for Daniel, because Daniel wasn't paying his mortgage while he was enrolled with Preferred Law, he accrued thousands of dollars in arrears on his mortgage. The modification didn't improve Daniel's financial situation, but he agreed to it because he felt he had no other choice. Preferred Law also never conducted the forensic audit it had promised.
42. Three project managers were assigned to Daniel's case. The third manager was Mia Apcho. Although Mia was responsive to Daniel's calls, she could not get him better terms. Daniel kept calling to speak to an attorney but never got to speak with one. He

got bounced back and forth between different agents and sometimes no one would even pick up his calls. He could also never get on the line with the same person to which he had previously spoken. The only time the company called him was when it was asking for a payment.

43. At some point in 2014, Daniel asked for a refund since Preferred Law did not fulfill any of its promises. The sales agent told Daniel that he would look into it, but Daniel never heard back from him. Daniel ultimately told Preferred Law that he would not pay the full \$650 per month for the remainder of the contract because it did not provide the services it had guaranteed him. Daniel said he would only pay \$50 per month. Preferred Law did not argue with him.

44. Daniel told me that he and his wife live on a fixed income and the close to \$5,000 they paid to Preferred Law meant they had to make real sacrifices. At times, they couldn't afford gas, make payments on their electricity bills, and sometimes they even went without food. Daniel ultimately contacted Keep your Home California and was able to obtain an \$80,000 principal reduction loan. Fortunately, Daniel was able to keep his home, but he said he was devastated to have gone through this ordeal and can't believe that a company could take advantage of people in such vulnerable situations.

Interview with Patrick

45. I spoke with Patrick in or around February 2017. Patrick filed a complaint against the Defendants in February 2016. Patrick is a U.S. citizen residing in Salem, Oregon.

46. Patrick first got in touch with Preferred Law on to obtain a mortgage loan modification because he was behind on his mortgage payments to Bank of America ("BOA"). He was hoping to add his past due payments onto the end of his loan.

47. Patrick told me that he went online and used Google to search for ways to obtain a modification with BOA. He clicked on one of the first links of the Google search results and arrived on Preferred Law's website. Patrick thought that Preferred Law was affiliated with Bank of America because he remembered seeing the letters "BOA" in the name of the link he clicked on.
48. Patrick called the phone number listed on the website and a receptionist transferred him to the legal department. Patrick spoke with a representative who assured him that he would be able to obtain a modification by citing Preferred Law's success in obtaining modifications for other homeowners. He also advised Patrick to stop making payments to Bank of America.
49. Patrick signed up with Preferred Law and submitted all the required paperwork for his modification. After Patrick paid Preferred Law, he did not hear anything from Preferred Law for several weeks. He called Preferred Law several times, but could not get any information regarding his case because he kept getting bounced back and forth between different employees. Patrick told me that the times he was able to get a live employee on the phone, the employee would just ask him to submit more documentation. He eventually started to get concerned that Preferred Law might try to steal his identity.
50. After working with Preferred Law for about three months, Patrick got a letter from the State of Oregon informing him that his house was about to enter into foreclosure. The letter provided the contact information for a non-profit group called the Neighborhood Economic Development Corporation ("NEDCO"), which helps homeowners in foreclosure.

51. Patrick contracted NEDCO and spoke with a woman named Maria. From this conversation, Patrick thought that Preferred Law was most likely a scam. By working with NEDCO, Patrick was ultimately able to keep his house.
52. Once Patrick believed that Preferred Law was most likely a scam, he submitted a letter to his bank stating that he was a victim of fraud and was able to recover three of his four payments. For a little while, Patrick continued to receive letters from Preferred Law asking him to submit the remaining payments. Eventually, these letters stopped.

Interview with Jennifer and John

53. I first spoke with Jennifer and John in or around March 2017. John filed a complaint against the defendants in January 2017. Jennifer and John are U.S. citizens residing in Bessemer, Alabama.
54. In or around September 2016, Jennifer and John were looking to lower the monthly payments on their mortgage. Jennifer told me that they contacted an organization called Hardest Hit Alabama but the representatives there said they were ineligible for their services. Jennifer and John did a Google search for mortgage modification services and came across a website for a company called Consumer Defense. John entered their information onto this website.
55. Sometime later, an individual named Rod Kartchner called their house and asked Jennifer if she was in need of mortgage modification services. Jennifer explained to Rod that she and her husband were in a very difficult financial situation. John had lost his job several months earlier, and even though he found new employment, it was at a much lower salary. Jennifer had been out of work for almost a year because she was very sick. Because of their limited income, they were behind on their payments.

56. Jennifer told me that Rod said Consumer Defense could work out a modification in which they would pay lower monthly payments. He also said there were many government programs that people didn't know about, and he would use this undiscovered money to lower their monthly payments. From this conversation, Jennifer believed that she and her husband would qualify for a modification. Jennifer waited for John to get home before proceeding and signing up with Consumer Defense. A true and correct redacted copy of an email from Rod Kartchner, which references federal loan programs, is attached to this declaration as **Attachment V**.

57. When John got home, they called Rod Kartchner back, and he said that Consumer Defense could lower their payments from \$1,000 to \$500 per month. He also told them to stop paying their mortgage provider, Service Solutions, since Consumer Defense was going to work out a modification. He did not warn them of any potential consequences from not paying their mortgage. He said the cost for Consumer Defense's services would be \$500 per month for 8 months. Rod emailed Jennifer a service letter, guarantee letter, borrower's authorization, and a payment form, which listed the total amount of payments as \$3,900. A true and correct redacted copy of this email and the attached payment form is attached to this declaration as **Attachment W**.

58. In the days that followed, Rod called and emailed Jennifer multiple times a day asking her to submit more documentation. He specifically asked Jennifer to provide documentation such as taxes and paystubs via fax. This was very difficult for Jennifer and John because they do not own a fax machine or a computer. Jennifer would sometimes be on the phone for over an hour. True and correct redacted copies of several of these emails are attached to this declaration as **Attachment X**.

59. Jennifer and John initially paid Consumer Defense with their credit card. Later on, they switched to prepaid cards and paid over the phone so they wouldn't be late on a payment. They ended up paying Consumer Defense approximately \$1,000 to \$1,500. True and correct redacted copies of payment confirmations are attached to this declaration as **Attachment Y.**

60. On or around November 2016, Shannon Martinez from Consumer Defense got in touch with Jennifer and said that she and her husband would most likely need to file for bankruptcy if they wanted to prevent their home from entering into foreclosure. Jennifer and John were stunned. They had paid Consumer Defense a lot of money to work out a modification, and now they were being told to file for bankruptcy.

61. When Shannon told Jennifer that she and her husband might need to file for bankruptcy, Jennifer began to think that Consumer Defense might be a scam. It didn't add up that she submitted all of this information to Consumer Defense only to be told that she might now have to file for bankruptcy.

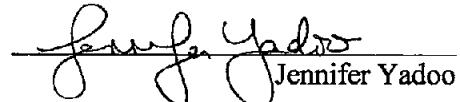
62. In or around early January 2017, Jennifer contacted Consumer Defense and said that she was going to stop making payments to Consumer Defense. A true and correct redacted copy of this email is attached to this declaration as **Attachment Z.**

63. On or around January 16th, 2017, Rod emailed Jennifer stating that he still wanted to work with them. However, in the days and weeks that followed, Rod never sent a modification offer to Jennifer or John. A true and correct redacted copy of this email is attached to this declaration as **Attachment AA.**

64. Jennifer and her husband were panicked because their home was going to enter into foreclosure. They hired an attorney in or around early January 2017. Their attorney saved their house from foreclosure, but he was not able to lower their monthly payment.
65. In or around February 2017, Jennifer contacted Rod Kartchner for a refund, and he said he would forward it to the audit department. A true and correct redacted copy of this email is attached as to this declaration **Attachment BB**.
66. In or around March 2017, the Audit Department contacted the Jennifer and sent her an audit request form. A true and correct redacted copy of this email and the attached form are attached to this declaration as **Attachment CC**.
67. Although Jennifer and John's house didn't get foreclosed, she and her husband spent money that they couldn't afford to lose.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct.

Executed in Washington, D.C., on December 27, 2017.



Jennifer Yadoo

Attachment A

AbogadoDeModificacion.com

HABLENOS DE SU PRESTAMO HIPOTECARIO ACTUAL

Su Estado:

Valor de la propiedad (aprox.):

Nombre del prestamista:

Estatus:

Saldo principal por pagar (aprox.):

Dificultades

Ingreso mensual en bruto:

Nombre:

Apellido:

Tipo de préstamo:

Teléfono:

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Modificaciones de Prestamos Hipotecarios

Qué es una modificación de préstamo hipotecario?

Una modificación de préstamo hipotecario es un cambio negociado hecho por un abogado de modificaciones, a un préstamo hipotecario existente que reduce con eficacia los pagos del préstamo hipotecario a una cantidad que el dueño de casa mejor puede pagar. El pago se reduce a un 31 por ciento de los ingresos del dueño de casa, por lo tanto el programa es en realidad de gran utilidad para los propietarios de viviendas que tienen pagos del préstamo hipotecario que superan el 31 por ciento de sus ingresos mensuales. También existen programas especiales que un abogado de modificaciones conoce, y que le permite modificar su préstamo incluso si su pago está por debajo del 31% de su ingreso mensual.

El objetivo de una modificación de préstamo hipotecario es ayudar a los propietarios de viviendas que se encuentran en dificultades para cumplir con el pago de la casa mediante la renegociación de las tasas de interés, tipos de financiación, pagos diferidos o para salir de la obligación y evitar el embargo hipotecario. Lea más acerca de los requisitos para calificar para una modificación de préstamo hipotecario.

Cuál es el punto de una modificación de préstamo hipotecario?

La protección de su puntaje de crédito es un factor decisivo para hacer una modificación de préstamo hipotecario, los propietarios de viviendas que están atrasados en sus pagos del préstamo hipotecario debe tener en cuenta que ya han experimentado un impacto negativo en su puntaje de crédito, sin embargo este impacto es significativamente menor que el impacto que tendría un embargo hipotecario. Trabajar con un abogado especializado en modificación de préstamo puede ayudar a los propietarios de mantener sus propiedades y evitar que el

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puntaje de crédito reciba se vea mas afectado.

El efecto específico de una modificación de préstamo en su puntaje de crédito depende de cómo el banco reporte la modificación a la oficina de crédito. Es posible y conveniente solicitar que el Banco reporte la modificación como un ajuste o cambio en el préstamo, de forma que aparezca en el reporte de crédito como un nuevo préstamo que muestre en su informe de crédito como un nuevo préstamo con un pago más bajo y que no haya aumento en el balance de la deuda .Al informar de que el acuerdo de pago modificado esta al dia, también ayudará a proteger su calificación de crédito durante la fase de la "modificación de prueba' del préstamo hipotecario.

El mandato actual como lo indica la administración de Obama, para reducir las ejecuciones hipotecarias es un plan sólido, pero al igual que cualquier programa nuevo, tiene una curva de aprendizaje tanto para los prestamistas como para los acreedores. La parte que por lo general esta adelante en la jugada del embargo hipotecario y que logra a menudo "cortar a través de la turbidez" y guiar al propietario de vivienda, es un abogado de modificaciones que ayuda al prestamista a ver los beneficios de acceder a una modificación hipotecaria y que lo vean como una opción positiva desde el punto de vista financiero.

Además, usted querrá tener la experiencia de alguien que se especializa en renegociar los préstamos hipotecarios y sabe por esa experiencia y las experiencias de los clientes anteriores, como debe ser el Nuevo arreglo en su situación particular. Usted no quiere darse cuenta después de 6 meses o un año que el nuevo préstamo es imposible de pagar.

Escuche la historia de horror que esta dueña de casa tuvo que pasar al presentar una solicitud de modificación sin conocer las reglas, los reglamentos y todas las opciones disponibles para ella. Consulte a un abogado de modificaciones para manejar su solicitud de modificación, que podría ser su única oportunidad de conseguir lo que usted merece y salvar su hogar.

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No importa quién sea el dueño, ni los detalles de la situación en particular, cada dueño de casa, que ha llegado a la conclusión de que su capacidad de cumplir el acuerdo original de la hipoteca se ha visto comprometida por un cambio importante de la vida, debe buscar ayuda para protegerse a sí mismo y salvar su hogar mediante la aplicación de un programa de modificación al préstamo de la casa. Debe empezar a trabajar en su aplicación en este momento y punto. Cada día que pasa es otro día que podría ser utilizado para salvar su hogar, por lo que tanto la oportunidad y el tiempo son elementos esenciales para tener éxito en lograr un préstamo modificado.

Por qué la ayuda legal de un abogado de modificaciones es el mejor camino a seguir?

El Programa de Modificación "Home Affordable Program" HAMP y otros programas, pueden ser un proceso complicado, la atención a los detalles y el conocimiento de los parámetros del programa son esenciales. La mayoría de los propietarios de viviendas deben aprovechar la ayuda y asistencia que solo un abogado de modificaciones puede brindar. Los abogados de modificación, no solo están calificados y con la experiencia necesaria en el trabajo de las modificaciones de préstamos pero están encima de los problemas y los requisitos de elegibilidad que abundan en estos programas.

Hay una serie de fuentes informativas que aseguran que es posible presentar una solicitud y recibir el resultado deseado, pero esto no es recomendable. En la misma medida que la compra de la casa, muy probablemente, la mayor obligación financiera que cualquier persona toma en su vida, la modificación es el segundo compromiso financiero más grande que cualquier dueño de casa tendrá que

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realizar, y se necesita un profesional con años de experiencia para hacerlo correctamente.

Recientemente, la Comisión Federal de Comercio establecio algunas regulaciones para proteger a los propietarios de viviendas que están sufriendo una situación financiera difícil y que tienen que modificar sus préstamos para la vivienda en un esfuerzo por reducir sus pagos mensuales.

El fallo establecio que cualquier entidad financiera que ofrece servicios de modificación de préstamo no se le permite recibir una comisión por esos servicios hasta que el dueño de la casa acepte una modificación de préstamo hipotecario. El beneficio que el dueño de la casa tiene en este ambiente de alivio de los servicios financieros es que los honorarios por los servicios de modificación pueden ser incluidos en el plan de renegociación, y como tal, no tienen que salir del bolsillo del dueño de la casa. Teniendo en cuenta que cada dueño de casa que (con éxito) aplica para una modificación de préstamo hipotecario está corto de fondos, esto reduce eficazmente la barrera de entrada y crea una plataforma de la responsabilidad de la compañía financiera que ofrece el servicio.

El programa iniciado por la FTC se llama "La regla de Servicios de Alivio y Asistencia Hipotecaria" que crea una regla y la prohibición de recargos en avance de el acuerdo negociado, y destaca que todas las empresas que ofrecen este servicio funcionen con total transparencia y den a conocer toda la información pertinente. Si una empresa no está afiliada con el gobierno o los programas del gobierno, entonces la compañía debe advertir a los dueños de casa que no participan y tambien deben advertir que una solicitud de ayuda financiera a través de los programas de gobierno con ellos no tendría éxito y que cualquier consejo en cuanto a la retención de pagos de la hipoteca podría resultar en la pérdida de su casa y el consiguiente daño a su puntuación de crédito. Los recargos también deben ser reveladas al comunicarse con el dueño de la casa, que la cuota no tiene que ser pagada si la oferta negociada es negada o rechazada, y que el dueño de casa puede optar por dejar de utilizar los servicios de la compañía , en cualquier momento.

La regla de Servicios de Alivio y Asistencia Hipotecaria, también impide que cualquier empresa haga afirmaciones sobre el éxito de las aplicaciones (en el contexto de una promesa o la probabilidad), exige a las empresas, proporcionar términos de reembolso y cancelación, sea que hayan realizado los servicios prometidos o no, ya sea representación legal este disponible para el proceso de aplicación, programas alternativos, y el potencial de ahorro de la empresa, los servicios administrativos y operacionales.

Se recomienda encarecidamente mantener estas preguntas en cuenta cuando se busquen los servicios financieros de ayuda, independientemente de la naturaleza del proveedor de servicios. Como abogados de modificación de préstamos hipotecarios, estamos en la posición afortunada y orgullosa de estar obligados a respetar el código de ética que rigen nuestra industria. Nos parece que esta capa adicional de protección cubre un largo camino proporcionar a los propietarios de viviendas un grado de confort y tranquilidad. No sólo somos expertos en este servicio, pero nuestra experiencia nos permite tener en cuenta una amplia gama de problemas que enfrentan los propietarios de casas, amplia gama de problemas, y po lo tanto podemos asegurar que la solicitud se someta exitosamente.

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Poliza de Privacidad

Su privacidad es muy importante para nosotros. Esta política de privacidad de HomeLoanModificationLawyer.com. ("HomeLoanModificationLawyer") describe la información que recopilamos, cómo compartimos esa información y qué hacemos para proteger su información en nuestro pagina de internet,

HomeLoanModificationLawyer.com. El uso de este sitio indica que esta de acuerdo con esta política de privacidad.

Cuál es la información recolectada?

La información que recopilamos automáticamente a través de archivos estándar de la industria web de registro incluye la dirección URL desde la que se visitaron, la página que está visitando, la información de su navegador de la computadora y su dirección IP. También podemos utilizar los dispositivos automáticos de recogida de datos, tales como "cookies".

Las cookies contienen piezas específicas de información en el disco duro de su computadora, y puede ser configurado para almacenar la información durante una visita o por un período de tiempo más largo. Usted es libre de desactivar las "cookies" en cualquier momento si su navegador lo permite. El uso de cookies por nuestros socios, afiliados, la empresa de seguimiento de servicios públicos, proveedores de servicios no están cubiertos por nuestra política de privacidad. No tenemos acceso ni control sobre estas cookies. Nuestros socios, la empresa de seguimiento de servicios públicos, y proveedores de servicios también utilizan cookies de sesión ID.

Como un cliente potencial con las ofertas en nuestro sitio para recibir información de o acerca de los servicios, que están obligados a proporcionar información adicional para HomeLoanModificationLawyer puede ofrecer estos servicios. Esto incluye información de contacto, información demográfica básica, y otra información

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básica acerca de su préstamo hipotecario específico (s).

Cómo utilizamos su información?

HomeLoanModificationLawyer utiliza la información que recopilamos para poner los dueños de casa y los abogados de modificación de préstamos en contacto unos con otros, para ofrecer otras características y la funcionalidad de este sitio, para mejorar su experiencia en nuestro sitio a través del análisis y la comunicación, para otros propósitos descritos en esta poliza de privacidad y para los fines revelados a usted cuando nos proporcione su información.

Para facilitar las transacciones

Propietarios de vivienda o los abogados de Home Loan Modification recibirán mensajes de correo electrónico y otras comunicaciones de nosotros para cumplir o facilitar la finalidad para la que se proporcionó la información o una solicitud para utilizar un servicio en este sitio. No se puede optar por salir de los correos electrónicos que sean necesarios para proporcionar a nuestros servicios. Mediante el uso de los servicios de HomeLoanModificationLawyer ofrecidos en este sitio, usted acepta que podemos utilizar su información personal para comunicarnos con usted y enviarle información relacionada con esos servicios.

Análisis

En nuestro continuo esfuerzo para mejorar el contenido y los servicios que ofrecemos, nosotros analizamos continuamente la información que recibimos para identificar tendencias y patrones en el comportamiento del usuario. Su información personal, cuando se utiliza de tal manera, se agregará con otras personas para acumular datos suficientes para el análisis y no es personalmente identifiable.

Testimonios y Comentarios

Agradecemos sinceramente los comentarios que recibimos de nuestros usuarios. Sus comentarios, tanto positivos como negativos, se remiten a los departamentos adecuados en HomeLoanModificationLawyer como sea necesario para que podamos seguir para poder supervisar y mejorar el servicio que ofrecemos. También podemos compartir testimonios en nuestra literatura de mercadeo, pero lo hará sin incluir información de identificación personal a menos que hayamos recibido su expresa autorización para hacerlo. Si desea que su testimonio eliminado, por favor póngase en contacto con nosotros en privacy@homeloanmodificationlawyer.com.

Otras comunicaciones

HomeLoanModificationLawyer puede enviarle comunicaciones por correo electrónico y otras relacionadas con este sitio, el uso de nuestros servicios y el estado de su cuenta, que pueden incluir actualizaciones de la web y las respuestas a sus preguntas. Además, HomeLoanModificationLawyer envía encuestas periódicas y otras comunicaciones, todos los cuales se puede optar por no recibir mediante el envío de un correo electrónico a privacy@homeloanmodificationlawyer.com. Indicando que quiere suspender las comunicaciones, y todas las comunicaciones terminaran de inmediato, o simplemente nos puede llamar gratis al teléfono 888.980.7349.

Cómo compartimos su información con otros?

La información de nuestros clientes es una parte importante de nuestro negocio. Como resultado, sólo revelar esta información como se describe anteriormente. Como parte de nuestro servicio a los clientes, proporcionamos información a nuestros abogados de modificación de préstamos hipotecarios para que puedan responder directamente a usted cuando usted presenta una solicitud para obtener

más información o para obtener ayuda con su préstamo hipotecario.

Requisitos Legales

HomeLoanModificationLawyer está interesado en la protección de sus miembros y la comunidad en general. Nosotros entregaremos detalles sobre la cuenta y otra información personal a las autoridades legales cuando creamos que es apropiado para cumplir con la ley, el reglamento o reglamentos, o para proteger personas o bienes. Además, HomeLoanModificationLawyer puede optar por revelar información sobre clientes a las partes interesadas en relación con investigaciones de fraude, la piratería u otra actividad ilegal.

Seguridad de la Información

Su información se almacena en los servidores que están protegidos contra accesos no autorizados a través del uso de las salvaguardias como "firewalls", encriptación y Secure Socket Layers. Utilizamos muchas técnicas de seguridad para proteger su información personal. Sin embargo, es imposible garantizar un sistema de seguridad perfecto.

Información de cuentas y Preferencias

HomeLoanModificationLawyer proporciona un número de maneras para que usted pueda manejar su información personal.

Información de la Cuenta

Si usted necesita para actualizar su información de cuenta, tal como, su dirección de correo electrónico, puede hacerlo poniéndose en contacto con nuestro departamento de atención al cliente en privacy@homeloanmodificationlawyer.com.

Preferencias de Notificación

Usted tiene la posibilidad de "opt out" o cancelar la subscripción de ciertas comunicaciones, tales como encuestas periódicas y de nuestro boletín electrónico mensual, que no están relacionados con un servicio solicitado y / o el estado de su cuenta. Para actualizar sus preferencias de comunicación, póngase en contacto con nuestras oficinas en info@homeloanmodificationlawyer.com. Por favor, asegúrese de especificar el tipo de comunicación (s)del que desea retirarse. La información sobre cómo retirarse también se incluye en cada comunicación que enviamos.

Retención de Data

Vamos a conservar su información para poder continuar ofreciendo productos y servicios. Por favor, póngase en contacto con nosotros a info@homeloanmodificationlawyer.com o llame a nuestro número gratuito al teléfono 888.980.7349 si desea cancelar o solicitar para que ya no utilizemos su información de esta manera.También vamos a conservar y utilizar su información como sea necesaria para cumplir con nuestras obligaciones legales, resolver disputas, y hacer cumplir nuestros acuerdos.

Niños

Nosotros no recopilamos información personal identificable de ninguna persona menor de 13 años. Si se descubre que hemos recogido información de identificación personal de alguien menor de 13 años vamos a eliminar esa información de inmediato. Las personas menores de 18 años no son elegibles para utilizar nuestros servicios.

Declaración Legal

A pesar de que han tratado de abordar las diversas cuestiones relacionadas con la

privacidad que usted pueda encontrar, no podemos garantizar que todas sus comunicaciones privadas y otra información personal nunca será divulgada en formas no descritas en esta poliza de privacidad. Por lo tanto, aunque utilizamos prácticas estándar de la industria para proteger su privacidad, no prometemos, y usted no debe esperar, que su información personal o comunicaciones privadas siempre serán privadas de acceso indeseable o no autorizado.

Además, HomeLoanModificationLawyer puede contener enlaces e información proporcionada por o desde otros sitios. Tenga en cuenta que no somos responsables de las prácticas de privacidad de estos otros sitios. Le animamos a que lea las declaraciones de privacidad de todos y cada uno de los sitios web que recogen información de identificación personal. Esta política de privacidad se aplica a la información recogida por HomeLoanModificationLawyer.com solamente.

Notificación de Cambio

Podemos modificar esta poliza de privacidad para cambios menores en cualquier momento publicando los términos enmendados en el sitio. Todos los términos menores modificados serán efectivos después de su publicación. Si hacemos cambios materiales a esta política, se lo notificaremos por correo electrónico o por teléfono.

Comunicacion con Nosotros

Si usted tiene alguna pregunta o comentario adicional sobre declaración de privacidad HomeLoanModificationLawyer, por favor póngase en contacto con nosotros en info@homeloanmodificationlawyer.com o llamada gratuita al telefono 888.980.7349.

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Dificultades en la Modificación de Préstamos Hipotecarios

¿Qué dificultades se tratan en una modificación de préstamo hipotecario?

Los gastos legales necesarios para realizar modificaciones en el préstamo pueden ser incluidos en el nuevo balance del principal recién negociado del préstamo hipotecario.

Si el dueño de la casa se han acumulado las penalizaciones por retraso bajo el acuerdo actual de la hipoteca, el prestamista debería renunciar a aplicar todas estas sanciones como parte de la modificación de préstamo hipotecario tal como lo indica el mandato para asegurar que el dueño de casa puede pagar sus pagos bajo el acuerdo del préstamo hipotecario modificado.

El tipo de interés (redito) será cambiado de la tasa a la cual el dueño de la casa había negociado inicialmente a la nueva tasa para que coincida con la tasa de interés actual. La fecha en que el prestamista aprueba la modificación de préstamo hipotecario es la fecha que se utiliza para seleccionar la nueva tasa de interés.

La cantidad adeudada completa (principal) debe ser re-amortizada sobre 360 (30 años) del periodo del préstamo hipotecario, con el primer pago a vencer al comienzo del nuevo término.

El prestamista puede optar por incluir una inspección de la propiedad para asegurarse de que la condición de la casa de forma que los gastos que se aproximan en el mantenimiento se tomen en cuenta al modificar los pagos para que el dueño de casa pueda pagar tanto la modificación del préstamo renegociado, como los gastos que se requerirán en el futuro para mantener la propiedad.

Si el dueño de la casa está desempleado con un cónyuge empleado que no

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aparece en el contrato de préstamo hipotecario, la entidad financiera llevará a cabo una revisión de los ingresos familiares totales y los gastos para asegurar que la situación financiera permite un excedente suficiente para permitir que el dueño de la casa pueda efectuar los pagos bajo el contrato del Nuevo préstamo hipotecario. La situación que permite que el dueño de la casa pueda tener derecho a dicho acuerdo incluye los pagos que cumplen con la cantidad del préstamo hipotecario modificado, pero es incapaz de pagar los atrasos del convenio original.

El dueño de la casa no tiene qué estar atrazado bajo los términos de su préstamo hipotecario actual, pero debe poder demostrar problemas inminentes para hacer los pagos y mantenerse al día. Tales como quedarse sin ahorros debido a la pérdida reciente de trabajo puede indicar que podría haber un momento en el futuro cercano, cuando los pagos van a sufrir, o dificultades más inmediatos y graves, como un problema de salud, accidente, el divorcio repentino y costosos procedimientos judiciales. Otros problemas que se consideran razones aceptables incluyen, pero no se limitan, a la muerte de un miembro de la familia y otros problemas graves de un familiar que puede afectar a los ingresos y ganancias, como la re-ubicación de empleos y el servicio militar.

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Modificación del Préstamo Carta de Dificultad financiera

Uno de los requisitos para la solicitud de modificación de préstamo hipotecario es la carta de dificultad financiera.

Esta es una carta que describe los motivos por los cuales el dueño de casa está aplicando para el programa de modificación de préstamo. El objetivo de la carta es describir a la entidad crediticia por qué el dueño de la casa tiene dificultades que ha creado una situación que hace imposible continuar con el acuerdo de la hipoteca original y que si la dificultad no se resuelve y el contrato de préstamo no se modifica, el resultado final será una embargos hipotecaria.

La carta debe ser escrita con tanta claridad como sea posible sin ser demasiado larga. Cuando el prestamista lee el documento, tienen que ser capaces de crear una línea clara entre las exigencias del contrato de préstamo vigente, y las dificultades de la persona, sin que se vean obligados a leer páginas y páginas de información para llegar a ese conclusion. La longitud de la carta de dificultad debe ser bien determinada y formada con claridad y no tener más de una sola página de texto escrito, a máquina o de otra manera.

El tono de la carta debe ser profesional, honesto y sin lenguaje extraño o emoción. Los hechos de la carta tendrá que valerse por sí mismas, el único banco decidirá en una modificación si saben que el dueño de casa se lo puede permitir, la línea de fondo. Ellos no están en el negocio del suministro de viviendas en una pérdida simplemente porque me siento mal por el solicitante.

Si bien puede ser claro y evidente que la mayoría de las dificultades requieren de una explicación, y casi no son evidentes por sí mismos, ¿no esto, ¡t siempre es así. Por ejemplo, perder un empleo es un impacto bastante claro en un dueño de

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casa, el AM la capacidad de pago de dinero, ya que es el trabajo que ofrece la renta. Los prestamistas también sabemos que la pérdida de una fuente de ingresos hace que sea difícil pagar por un gasto, sin embargo la pérdida del empleo no es en sí un problema permanente. Si el dueño de la casa ha agotado todas las vías disponibles para rectificar la situación, las dificultades a continuación, va más allá de perder el trabajo a uno de la falta de oportunidades disponibles para sustituir a la fuente perdida, y que esta situación doesn, AOT tiene una solución que es evidente en un futuro próximo a la distancia.

Otras dificultades, tales como una muerte en la familia puede parecer obvio en cuanto al efecto que puede tener en las personas, sin embargo el efecto sobre el dueño de la casa de su pérdida posible que tenga que ser comunicado en un poco más de detalle. Tal vez para luchar contra la angustia que el solicitante haya solicitado la asistencia médica, reduciendo drásticamente la producción que resulta en la incapacidad para trabajar y funcionar con eficacia.

Unirse a las fuerzas armadas, el movimiento y conseguir un divorcio son razones válidas para tener dificultades para seguir con los pagos como se indica en el acuerdo original de la hipoteca. La búsqueda de ayuda para superar una dificultad no es nada de qué avergonzarse y una parte vital del dueño de la casa, el AM continuaron los esfuerzos por mantener sus acuerdos, evitar el desarraigo de sus familias, no se puede ir hacia la eliminación de los niños de sus escuelas y poniendo en peligro su bienestar emocional bienestar y una serie de otros beneficios. Si usted está teniendo dificultad con el proceso de modificación de préstamo, estamos aquí para ayudar. Por favor diganos cómo una dificultad esté afectando su vida al llenar el formulario.

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Requisitos Para Modificación de Préstamo Hipotecario

El primer requisito para la aprobación de una modificación de préstamo hipotecario es que el dueño de la casa (s) puede costear la cantidad de pagos del préstamo modificado. El solicitante deberá presentar la documentación correspondiente para ser considerado para un préstamo hipotecario modificado.

Estos documentos se describen en "lo que necesita para empezar".

Lo que usted necesita para empezar:

- El estado de cuenta mensual de la hipoteca (Mortgage Statement)
- Información sobre otras hipotecas sobre su casa, si es el caso
- Talones de pago: si a usted le pagan quincenal, necesita dos, si le pagan semanal, necesita cuatro talones – Requisito para todos los miembros de la familia que contribuyen para el pago de la hipoteca
- Los últimos dos años de declaraciones de impuestos – Los mas recientes.
- Si trabaja por cuenta propia, el estado de pérdidas y ganancias.
- La documentación de ingresos que usted recibe de otras fuentes (pensión alimenticia, manutención de los hijos, seguro social, etc)
- Los dos últimos estados de cuenta bancarios
- La cuenta de servicios mas reciente, (gas, electricidad) que muestre el nombre de propietario de la casa y la dirección de la propiedad
- La carta de desempleo, si es el caso.

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- Balance de cuenta y pagos mensuales mínimos en todas sus tarjetas de crédito
- Información sobre sus cuentas de ahorros y otros bienes
- También necesita escribir una carta de dificultad financiera describiendo las circunstancias que causaron que sus ingresos se redujeran o gastos que hayan aumentado como la pérdida del empleo, divorcio, enfermedad, etc

Consejos Importantes para ayudarte en el camino de calificar para una modificación de préstamo hipotecario

Los bancos y los prestamistas hipotecarios no otorgan las modificaciones de préstamos hipotecarios a cualquiera, el dueño de casa debe demostrar que está enfrentando o sufriendo una dificultad financiera que sin ayuda, va a impedir que mantenga el acuerdo original con la institución financiera y posiblemente perder su casa.

Para aumentar sus posibilidades de calificar y tener éxito con una modificación de préstamos, Comience el proceso, con la mentalidad de que usted está haciendo todo esto, por el hecho de que Usted está luchando para salvar su hogar.

- Comience por hacer una lista completa de sus ingresos y gastos y ser más bien estricto cuando se trata de determinar cuales gastos se deben mantener y cuales se deben eliminar. Una institución financiera no va a ver con buenos ojos una solicitud de modificación de préstamo hipotecario cuando la familia paga \$100+ / mes por cable, tiene cuentas de celular y teléfono excesivas, o cualquier otro gasto que no sea una prioridad, como alimentos, ropa y vivienda. Al proporcionar una hoja de ingresos y gastos se puede sentir como si usted está exponiendo su vida personal, pero esta información puede permitir a un banco tener una visión más clara del tipo de préstamo hipotecario que usted puede pagar y eso sólo puede ser beneficioso para el dueño de casa.
- Con esta lista de ingresos y gastos, tome un momento para considerar lo que su futuro pago mensual puede ser y lo que usted puede de pagar.
- Estudie el préstamo hipotecario original, si usted fue aprobado en una forma irrealista, (de acuerdo con sus ingresos) entonces esto se puede utilizar como un argumento que explica la razón de su atraso y falla en el cumplimiento de su hipoteca. No hay que olvidar que la principal razón para una modificación de préstamo hipotecario es evitar el embargo hipotecario, así que si eso es algo que queremos evitar, debe asegurarse de que para el banco sea más deseable modificar el préstamo que ejecutar la hipoteca de su propiedad.
- Usted tendrá que escribir una carta de dificultad financiera que haga un sumario de las razones de por qué usted está tomando la decisión de seguir adelante con una modificación de préstamo hipotecario. Es necesario que explique las razones por las cuales usted se encuentra en esta situación y lo que le impidió cumplir con su acuerdo original del préstamo de la casa.

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Programa de Vivienda Accesible

Iniciado por el gobierno de Obama, el programa de "Home Affordable Modification Program" (HAMP), está diseñado para ayudar a las familias que están teniendo dificultades económicas y que pueden perder sus propiedades por incumplimiento del contrato original. El programa, es todo un conjunto de diferentes programas, que incluye la reestructuración de los pagos mensuales de la hipoteca con el programa "Home Affordable Modification Program (HAMP)", el Programa de Vivienda FHA, respaldado por Affordable Modification (FHA-HAMP), Programa para Asuntos de Veteranos "Home Affordable Modification Program" (HAMP-VA), la Alternativa de Reducción del Principal (PRA), el Programa de Modificación del segundo préstamo (2 MP), y el Departamento de Estados Unidos (USDA) Program especial de Administración de Prestamos para la Agricultura.

El propósito de este conjunto de programas es fortalecer una economía dañada y frágil, ayudando a las familias que tienen dificultades económicas para hacer los pagos hipotecarios, como resultado de ingresos reducidos o perdidos, pérdida de empleos, y otras situaciones difíciles que pueden surgir durante este período de dificultad económica, que están fuera de control como una enfermedad debilitante o la muerte.

Programa de Modificación para una Vivienda Accesible "HAMP" – extensión de la Fecha Límite

Para ayudar aún más a las familias y estimular la economía, la administración de Obama está extendiendo la fecha límite de elegibilidad para el programa HAMP hasta el 31 de Diciembre de 2013. Los detalles de la extensión del programa estarán disponible para los bancos, en Febrero de 2012 y los dueños de casa pueden empezar a aplicar en Mayo de 2012.

El programa extendido trae consigo una serie de cambios con respecto a los requisitos actuales del Programa de Modificación para una Vivienda Accesible. Los aplicantes al programa extendido, se revisarán aunque no hayan podido cumplir con el requisito actual del 31 por ciento de porcentaje entre la deuda y el ingreso, además, los propietarios de viviendas que no completaron el período de prueba HAMP, por alguna razón o que fueron rechazados de HAMP por que no cumplieron con los pagos hipotecarios convenidos, tambien seran revisados.

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Attachment B

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Your State:

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Your Home Loan Lender:

Mortgage Payment Status:

Balance Owing (Approx.):

Experiencing Hardship?

Owner Monthly Income:

First Name:

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Loan Type:

Phone:

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Home Loan Modifications

What is a home loan modification?

A home loan modification is a negotiated change made to an existing home loan by a home loan modification lawyer that effectively reduces the home loan payments to an amount that the home owner can better afford to pay. The payment is reduced to 31 percent of the home owner's income to loan ratio, and so the program is therefore only really of any use to those home owners who have home loan payments that exceed 31 percent of their monthly income.

The goal of a home loan modification is to help home owners who find themselves unable to meet current home loan payment obligations by renegotiating interest rates, financing rates, deferred payments or to exit the obligation to avoid foreclosure. Read more about the [requirements to qualify for a home loan modification](#).

What is the point of a home loan modification?

If protecting your credit score is a factor in your decision to make a home loan modification, then home owners who are delinquent on their home loan payments should note that they have already experienced an impact on their credit score, however this impact is significantly lower than the impact that a foreclosure will have. Working with a home loan modification lawyer can help home owners to maintain their property and prevent their credit score from taking any additional hits.

The specific effect of a loan modification on your credit score depends on how the bank reports the modification to the credit bureau. It is possible and advisable to request that the bank report the change to the loan as a loan adjustment, showing on your credit report as a new loan with a lower payment and no increase in the debt structure. Reporting that the modified payment agreement is current will also help to protect your credit rating during the 'trial modification' phase of the home

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[Home Loan Modification Issues](#)

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[Home Affordable Foreclosure Alternatives](#)

loan modification.

The current mandate as outlined by the Obama administration to reduce foreclosures is a solid plan, but like any new program, there is a learning curve for both the lenders and the borrowers. The party that is usually ahead of the game is a home loan modification lawyer and can often cut through any cloudiness and guide the borrower while helping the lender see the benefits of yielding to a home loan modification, and to see it as a financially positive choice.

In addition, you'll want to have the experience of someone who renegotiates home loans for a living and knows from that experience and the experiences of previous clients what a proper new home loan should look like for someone in your particular situation. You don't want to find out after 6 months or a year that your new home loan is still a difficult one to maintain.

Listen to the horror story that this home owner had to go through by submitting an application without knowing all the rules, regulations or options available to her. **Consult a lawyer** to handle your home loan modification application, it might be your only chance to get what you deserve!

GOVERNMENT FUNDED HOME LOAN MODIFICATION PROGRAMS

Make Home Affordable Program (MHA)

Principal Reduction Alternative (PRA)

Second Lien Modification Program (2MP)

Hardest Hit Fund Program (HHF)

Home Affordable Modification Program (HAMP)

Other HAMP Programs

(versión española)

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Home Loan Modification Requirements

The primary consideration for approval for a home loan modification is that the home owner(s) can afford the new payment structure of the modified home loan. The applicant must produce the appropriate documentation to be considered for a modified home loan. These documents are outlined under "what we need to get started".

What you need to get started:

- your Monthly mortgage statement
- Information about other mortgages on your home, if applicable
- Two most recent pay stubs for all household members contributing toward the mortgage payment
- Last two years of tax returns
- If self-employed, the most recent quarterly or year-to-date profit and loss statement
- Documentation of income you receive from other sources (alimony, child support, social security, etc.)
- Two most recent bank statements
- A utility bill showing home owner name and property address
- Unemployment insurance letter, if applicable
- Account balances and minimum monthly payments due on all of your credit cards
- Information about your savings and other assets
- It can also be helpful to have a **hardship letter** describing any circumstances that caused your income to be reduced or expenses to be increased (job loss, divorce, illness, etc.)

Basic tips to help you down the path of qualifying for a home loan modification

Banks and home loan lenders do not give out home loan modifications to just

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anyone, the home owner must demonstrate that they are facing or enduring a financial hardship that, without assistance, will yield an inability to maintain their original agreement with their lender to keep their agreement current and possibly face foreclosure.

To increase your chances of qualifying and succeeding with a home loan modification, here are a number of suggested actions you can take:

- Start the process by coming to terms with the fact that you are doing all of this because you are fighting for your home.
- Start by making a complete list of your income and expenses and be fairly harsh when it comes to which expenses you must keep and which you can eliminate. A lender might not look favorably upon a request to modify a home loan when the household generates a \$100 / month cable bill, has excessive and expensive cell phone accounts (minimum work and safety accounts can be rationalized), or any other expenses that are not a priority such as food, clothing and shelter. Providing an income and expense sheet may feel like you are exposing your personal life, but this information will allow a lender to draw a more clear picture of the type of renegotiated home loan you can afford, and that can only be beneficial to the home owner.
- Using this list of revenue and expenses, take a moment to consider what your future monthly home loan payment might look like and what you can afford to pay.
- Research your original home loan, if you were unrealistically approved then this can go towards an argument that supports your hardship statement. Don't forget that the main reason for a home loan modification is to avoid foreclosure, so if that is something you want to avoid, then make sure that your idea of what you can afford in the future is a more desirable situation for the bank than to foreclose on your property.
- You'll need to write a Letter of Hardship which outlines the reasons as to why you are making the decision to go through with a home loan modification. They need to describe the reasons as to how you found yourself in this situation and what is preventing you from maintaining your original home loan agreement.

GOVERNMENT FUNDED HOME LOAN MODIFICATION PROGRAMS

[Make Home Affordable Program \(MHA\)](#)

[Principal Reduction Alternative \(PRA\)](#)

[Second Lien Modification Program \(2MP\)](#)

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It doesn't matter who the home owner is or what the details are of their particular situation, every home owner who has come to the realization that their ability to maintain their original mortgage agreement has been compromised by a major life change should seek help to protect themselves and save their home by applying for a home loan modification program. That application needs to be in the works *right now*, period. Every day that goes by is another day that could be used to save your home, which is why both time and opportunity are essential components to succeeding in having the home loan modified.

Why legal help from a qualified lawyer is the best path to take

The Home Affordable Modification Program and other Make Home Affordable programs can be an involved, detail-oriented and often complicated application process. Most home owners should avail themselves of the help and assistance that a home loan modification lawyer can provide. Not only are modification lawyers both qualified and experienced at working on home loan modifications, but these lawyers are on top of the issues that surround the programs and eligibility requirements.

There are a number of resources that *claim* that it is possible to submit an application and receive the desired result, but this is *highly discouraged*. In as much as buying the home in the first place was, quite likely, the largest financial obligation the home owner made in their lifetime, it stands to reason that if paying for it has become too big of a burden, that modifying the original agreement is the next largest financial obligation that same home owner will ever make, and it takes a professional with years of experience to do it correctly.

Recently, the Federal Trade Commission established some regulations to protect home owners who are suffering a financial hardship and have to modify their home

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loans in an effort to reduce their monthly payments or their balance owing on the home, or both.

The ruling states that any company offering home loan modification services is not allowed to receive a fee for those services *until the home owner accepts a home loan modification* from their lender. The benefit that the home owner has in this environment of financial services relief is that the fees for the modification services can be included in the renegotiated plan, and as such, doesn't have to come out of the home owner's pocket. Given that every home owner that (successfully) applies for a home loan modification is short on funds, this effectively reduces the barrier to entry and creates a platform of responsibility for the company offering the service.

The program started by the FTC is called the Mortgage Assistance Relief Services rule and creates a ban on fees in advance of the negotiated agreement, and outlines that all companies offering this service operate in complete transparency and disclose all pertinent information. If a company is not affiliated with the government or government programs, then that company must also state this, and also warn home owners that an application for financial relief through the government programs may not be successful and that any advice with regards to withholding mortgage payments could result in the loss of their home and subsequent damage to their credit score. Fees must also be disclosed when communicating with the home owner, that the fee doesn't have to be paid if the negotiated offer is denied or rejected, and that the home owner can choose to stop utilizing the company's services at any time.

The Mortgage Assistance Relief Service also prevents any company from making claims regarding the success of applications (in the context of a promise or likelihood), requires those companies to provide refund and cancellation terms, whether or not they have ever performed the services promised, whether legal representation will be made available for the application proceedings, alternative programs, and the savings potential of the company's services.

It is strongly advised to keep these questions in mind when pursuing financial relief services, regardless of the nature of the service provider. As home loan modification lawyers, we are in the fortunate position and proud to also be required to uphold the code of ethics that govern our industry. We find that this extra layer of protection goes a long way to providing home owners a degree of comfort and peace of mind. Not only are we skilled at this service, but our experiences allow us to bear in mind a wide array of issues facing a home owner's diverse range of problems, and so we can ensure that the application is submitted successfully.

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Home Loan Modification Issues

What issues are addressed in a home loan modification?

The legal fees required to make modifications to the home loan can be included into the newly negotiated principal balance of the home loan.

If the home owner has accrued any late penalties under the current mortgage agreement, then the lender should waive all of these penalties as part of the home loan modification as part of the mandate to ensure the home owner can afford their payments under the modified home loan agreement.

The home loan interest rate will be changed from the rate at which the home owner originally negotiated to the new rate to match the current interest rate. The date upon which the lender approves the home loan modification is the date used to select the new interest rate.

The entire amount owing (principal) is to be re-amortized over the 360 month (30 year) period of the modified home loan, with the first payment due at the beginning of the new term.

The lender may choose to include a review of the property to ensure that the condition of the home is such that any upcoming expenses in upkeep can be taken into consideration when modifying the payments so that the home owner can afford both the renegotiated loan modification in addition to any costs that will be required in the future to maintain the property.

Should the home owner be unemployed with an employed spouse who does not appear on the home loan agreement, then the lender will conduct a review of the total family income and expenses to ensure that the financial situation allows for enough surplus to allow the home owner to make the payments under the new home loan agreement. The situation which allows the home owner to qualify for

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such an arrangement includes payments that meet the home loan modification amount but is unable to pay for the original agreement arrears.

The home owner does not need to be delinquent under the terms of their current home loan, but are able to demonstrate impending problems with making payments and keeping current. Perhaps running out of savings due to a recent loss of work can indicate that there could be a time in the near future when the payments will suffer, or more immediate and serious issues such as a health concern, accident, sudden divorce and expensive legal proceedings. Other issues that are considered acceptable reasons include but not limited to death of a family member and other serious issues for a family member that can impact income and revenue, job relocation and military service.

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Loan Modification Hardship Letter

One of the many requirements for a home loan modification is the Hardship Letter.

This is a letter that outlines the reasons as to why the home owner is applying for the loan modification program. The objective of the letter is to describe to the lender why the home owner's particular hardship has created a situation that makes it impossible for them to continue with the original mortgage agreement, and that if the hardship isn't addressed and the loan agreement not modified, the end result will be foreclosure.

The letter should be written as clearly as possible without being too wordy. When the lender reads the document, they need to be able to clearly draw a line between the demands of the current loan agreement, and the hardship, and not be forced to read pages and pages of information to draw that connection. The length of the hardship letter should be nicely and clearly formatted, and be no longer than a single page of written text, typed or otherwise.

The tone of the letter should be professional, honest, and without extraneous language or emotion. The facts of the letter will need to stand on their own, the bank will only decide on a modification if they know the home owner can afford it, bottom line. They are not in the business of supplying homes at a loss merely because they feel bad for the applicant.

While it may be clear and obvious that most hardships require almost no explanation and are self evident, this isn't always the case. For example, losing a job is a rather clear impact on a home owner's ability to pay money since it is the job that provides the income. Lenders also know that losing an income source makes it difficult to pay for an expense, however a job loss is not in itself a permanent problem. If the home owner has exhausted all avenues available to rectify the situation, the hardship then goes beyond that of losing the job to one of

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lack of opportunities available to replace that lost source, and that this situation doesn't have a solution that is apparent in the near to distant future.

Other hardships such as a death in the family may seem obvious as to the effect it can have on people, however the effect on the home owner of their loss may need to be communicated in a little more detail. Perhaps to combat the anguish the applicant has sought medical assistance, effectively reducing output dramatically resulting in the inability to work and function effectively.

Joining the military, moving and getting a divorce are all valid reasons for having difficulty in continuing with the payments as outlined in the original mortgage agreement. Seeking help to get through a hardship is nothing to be ashamed of and a vital part of the home owner's continued efforts to maintain their agreements, prevent the uprooting of their families, can go towards not removing kids from their schools and jeopardizing their emotional well being and a host of other benefits. If you are having difficulty with the loan modification process, we are here to help. Please tell us how a hardship is effecting your life by filling out the form.

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Ways To Avoid Foreclosure

There are a number of approaches a homeowner can take to prevent a foreclosure. The government has established a number of refinancing programs to move the home owner into a more comfortable financial situation, such as the HARP Program.

Current on your mortgage payments, but need to refinance and your home has lost value?

For those homeowners who have been trying to refinance their homes through their bank in an effort to reduce their current payment structure and ease their current or anticipated financial burden, but have been declined for one reason or another, the Home Affordable Refinance Program (HARP) can help.

The HARP program is designed for home owners with home loans that are current on their payments but due to a decline in the value of their home, are unable to obtain the refinancing through traditional means to be able to achieve their goal of reducing their mortgage payments.

The Home Affordable Refinance Program is similar to the **Principal Reduction Alternative** (PRA) except that this program is available to home loan applicants with mortgages backed by Fannie Mae or Freddie Mac. The agency must have assumed the home loan on or before May 31, 2009 and the loan has not yet received a HARP modification, unless through a Fannie / Freddie internal agency program between March and May of 2009. The **home loan to value ratio must exceed 80 percent** and the homeowner **must be current in their mortgage obligations for the past twelve months**.

To find out if your home loan is backed by Fannie Mae or Freddie Mac, feel free to use our free home loan lookup tools.

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(FannieMae / Freddie Mac)

Forbearance

For Freddie Mac backed home loans, a homeowner can opt for Forbearance, a temporary assistance program that helps the borrower face short term financial hardships and essentially delays the immediate payment obligations to a time when the homeowner can better afford it. The temporary arrangement will account for the missed or delayed payments with a repayment plan to make up for the missed payments. This usually means including a small portion of the missed payments into the regular mortgage payment schedule once they begin again. The repayment plan can be modified in such a way as to take advantage of upcoming disbursements such as a tax refund or a supplemental revenue source payment.

For more serious cases

Unfortunately, the Emergency Homeowners Loan Program (EHLP) is closed, and not accepting any additional applications. However there are alternatives, such as the [Hardest Hit program](#).

There are a number of States that qualify for emergency funding for homeowners who are at risk of foreclosure, check to see if your state is among them. In addition to those States and a handful of States that offer additional emergency funding, they include Connecticut, Delaware, Idaho, Maryland and Pennsylvania. If you live in one of these States, you may be eligible for additional emergency funding. Contact a [home loan modification lawyer](#) to see what can be done to take advantage of those resources.

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Home Affordable Foreclosure Alternatives

Home Affordable Foreclosure Alternatives Program (HAFA)

With a regular short sale, the homeowner is responsible for the balance remaining on the home, or rather the difference between the amount owing on the mortgage and whatever the home sold for at the short sale. With a HAFA short sale, the homeowner is released from the mortgage after selling the home. What this means to the homeowner is that they are no longer responsible for the difference between the mortgage balance and the sale price of the home. The balance is waived by the lender. However, in a HAFA short sale, the lender works with the homeowner to come up with a suitable sale price, which means there is a chance that the home may not sell for the agreed upon value, at which point the homeowner can look towards a deed-in-lieu.

Other benefits of the HAFA Program

Working with the HAFA program will result in a less negative effect on the homeowners credit score than traditional foreclosures or short sales.

Also called the Exit Gracefully program, this program provides assistance to those for whom home ownership can no longer be an option. The program is designed to allow the home owner to exit the loan agreement, avoid a foreclosure and receive \$3,000 towards relocation, giving the homeowner the relief from an unbearable financial burden and providing the basics of a fresh start. Successful applicants will not see an impact on their credit report that often comes with a foreclosure.

And, when the deal is closed, the HAFA fund will provide \$3,000 in relocation assistance to help the homeowner transition out of the current property ad into the new one.

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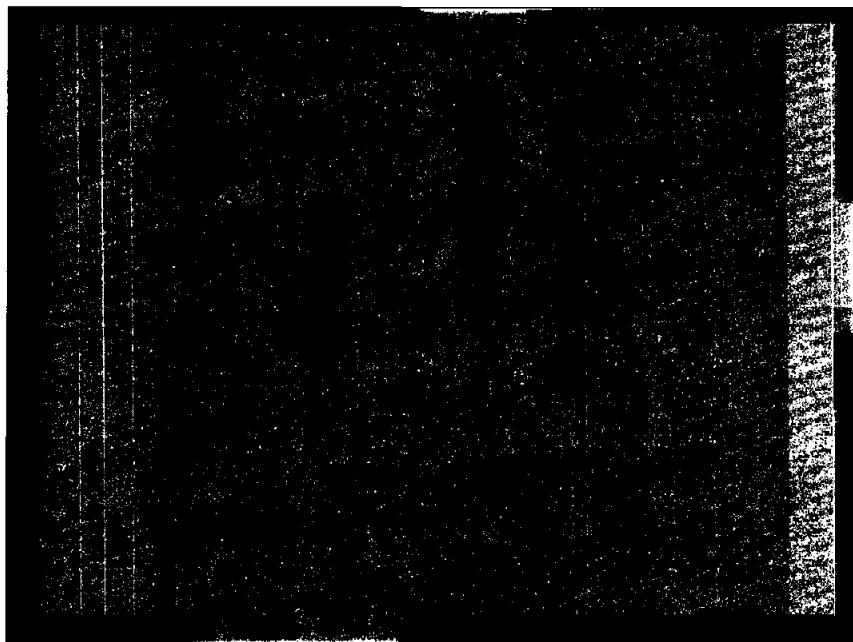
The basic qualifications are very much like the other programs;

- The homeowner must reside in the home or have lived there within the last 12 months.
- It is possible to document a financial hardship.
- the applicant has not purchased a new home within the last 12 months.
- The primary mortgage is less than \$729,750.
- The mortgage was created on or before January 1, 2009.
- The homeowner has not been convicted within the last 10 years of felony larceny, theft, fraud, forgery, money laundering or tax evasion in connection with a mortgage or real estate transaction.

Applicants can qualify for this route if they did not qualify or complete the HAMP Trial Period or if the homeowner could not sell their home after 120 days on the market. There must not be any other liens on the property, there must be documented proof of a financial hardship or if the home loan payments are more than 31 percent of the home's value.

More on a Short Sale

A Short Sale is when a lender agrees that the sale of the home, even though the home is now worth less than the amount owing on the mortgage, is an acceptable way out of the home loan, and the home owner has exhausted all resources including the HAMP program and all other available applicable avenues. Mike Kelly shares with us what the differences are between a Short Sale and a Foreclosure.



Deed In Lieu

This is a process by which the homeowner simply signs over the title of the home to the lender and the lender cancels the mortgage. This can be an acceptable way through the situation should the lender not wish to short sell the home and lose the asset altogether, or if the homeowner has exceeded all other options or does not qualify for other options, or can not sell the home or through a hardship is not able to adequately apportion the time and effort required to work on the situation.

There may be problems if the home has any additional claims and liens against it,

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second mortgage through another lender, or if other lenders who backed the mortgage would rather short sell the home. The applicant can also qualify for the Deed In Lieu if the homeowner has recently filed for bankruptcy.

It is important to note that most of the options available for foreclosure also come with a detrimental effect to the homeowner's credit rating. It is advisable to check with a home loan modification lawyer to see if you qualify and how your choices will effect your credit.

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Make Home Affordable Program

Started by the Obama administration, the Make Home Affordable program is designed to assist struggling families with a suite of programs, including targeting monthly mortgage payments with the Home Affordable Modification Program (HAMP), the FHA-backed Home Affordable Modification Program (FHA-HAMP), the Veteran's Affairs Home Affordable Modification Program (VA-HAMP), the Principle Reduction Alternative (PRA), the Second Lien Modification Program (2MP), and the United States Department of Agriculture's (USDA) Special Loan Servicing program.

The purpose of the suite of Make Home Affordable programs is to bolster a damaged and fragile economy by helping families who have difficulty making mortgage payments as a result of reduced or lost incomes, lost jobs, and other unfortunate situations that can arise during periods of economic decline that are beyond control such as debilitating illness and death.

HAMP Deadline Extension

To further assist families and to help stimulate the economy, the Obama Administration is extending the eligibility deadline for the HAMP program to December 31st, 2013 to continue to meet the demand for assistance to families that suffer from current hardships. The details of the extended program will be available for lenders in February 2012 and home owners can start applying in May 2012.

The extended program brings with it a number of changes from the current **HAMP requirements**. Applicants to the extended program are be reviewed if they did not then, or can not now, meet the 31 percent debt to income ratio as per the current Home Affordable Modification Program requirements. In addition, those home owners who did not successfully complete the **HAMP trial period** for some reason or who were let go from HAMP because they missed their agreed mortgage payments.

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Principal Reduction Alternative (PRA)

This program reduces the amount owed and the lender doesn't have to take a potential loss on the loan, and benefits those homeowners for whom their property is now worth less than the home loan currently owed on it. This program is designed to help stem the tide of homeowners who are choosing to abandon their properties or allow foreclosure to take place, feeling that they are unable to continue with the burden of carrying their property, when in fact there are a number of programs available to help home owners in many different situations.

To participate in the Principal Reduction Alternative program, the requirements are much like those of the [home affordable modification program \(HAMP\)](#) and the [home affordable refinance program \(HARP\)](#) requirements except that the mortgage on the property must *not* be guaranteed by either Fannie Mae or Freddie Mac, and the outstanding amount of the mortgage is greater than the value of the home. The mortgaged property in question is currently the primary residence of the applicant, the amount owing is less than \$729,750, there is a financial hardship and the homeowner is delinquent or will be delinquent in the payments, that future modified payments are affordable and that the applicant has not been convicted of a real estate related fraud or felony in the last ten years.

There are well over 100 lenders who participate in the program, and since there is a degree of flexibility in the requirements, it is strongly suggested that the applicant consult with a [home loan modification lawyer](#) to determine eligibility.

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**GOVERNMENT FUNDED HOME LOAN
MODIFICATION PROGRAMS**

Make Home Affordable Program (MHA)

Principal Reduction Alternative (PRA)

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Other HAMP Programs

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TELL US ABOUT YOUR CURRENT HOME LOAN

Your State:

Property Value (Approx.):

Your Home Loan Lender:

Mortgage Payment Status:

Balance Owing (Approx.):

Experiencing Hardship?

Owner Monthly Income:

First Name:

Last Name:

Loan Type:

Phone:

Email:

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Second Lien Modification Program (2MP)

The Second Lien program is very much like the HAMP program, except that this program services homeowners that have a second mortgage on their property.

To qualify for this program, the requirements are similar to the HAMP program requirements, except that the homeowner must have actually been approved a permanent home loan modification under the HAMP program for their first mortgage, that the homeowner has still not been convicted of a real estate related fraud and that the homeowner has not defaulted on three consecutive payments as outlined under the first mortgage modification.

There are, however, a limited number of institutions who are participating in the Second Lien Modification Program, which ends December 31, 2013.

Contact your lender or a [home loan modification lawyer](#) for a complete list or for more information about the program. There is some latitude in these requirements and it is suggested that the homeowner still pursue a request since the benefits of the program to the homeowner are too numerous to go unchallenged. Contacting a home loan modification lawyer to assist and to make sure that you have the best chance at succeeding in your application is strongly advised.

The Federal Housing Administration Second Lien Program (FHA2LP)

This program assists those with a need to reduce their obligation on a second home loan. To qualify, the homeowner must clearly be eligible for the [Short Refinance program](#) offered by the FHA on their primary mortgage loan, and that the second mortgage that requires modification was obtained on or before January 1, 2009. As with all other programs, the applicant can not have a conviction of a real estate related fraud or felony. If you are having trouble successfully applying for this program, please consult a home loan modification lawyer to assist.

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Hardest Hit Fund Program

Housing Finance Agency Innovation Fund: Hardest Hit Housing Markets (HHF)

The total amount of funding available is \$7.6 billion and used to provide assistance to remove uncertainty and help offset defaults and foreclosures, ensuring that the homeowners retain their homes and the lenders don't take massive losses on home loans.

The Obama Administration has introduced this plan to help those living in the States that have been hardest hit by the current economic climate. Those States are **Alabama, Arizona, California, Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Mississippi, Nevada, New Jersey, North Carolina, Ohio, Oregon, Rhode Island, South Carolina, Tennessee and Washington D.C.**

If you live in one of these States, then you may qualify for additional funding to help offset financial hardships that can lead to making it difficult to continue your mortgage payments or a very real threat of losing the residence altogether.

Contact a home loan modification lawyer to get more information on how a resident of one of these States might benefit from this fund. Each State has a number of unique issues that apply to their individual economic situations.

Hardest Hit Program Details

Basic requirements of the home owner for the Hardest Hit Program;

- The home owner must be a resident of your state, and a legal US resident
- The home owner must be unemployed OR underemployed
- Total household debt must exceed 31% of the home owner's total gross income
- Unencumbered Assets: Any home owner that has assets (including cash) greater than 3x the monthly home loan payment (does not include retirement plans, goods or required automobiles) must first use those assets to make or reduce the

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HOME LOAN MODIFICATION RESOURCES

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payments owed

- No standing bankruptcies or housing fraud based criminal convictions

Basic requirements of the property for the Hardest Hit Program;

- The property must be the primary and only occupied residence owned by the home owner
- Can be a single family dwelling, condominium (only if on the current FHA, Fannie Mae or Freddie Mac approved list), town home or mobile home (when used as a fixed residence, and not mobile)

Basic requirements of the property's first mortgage for the Hardest Hit Program;

- Must be with a regulated financial institution, not seller financed, and participating in your state's program
- Must not be more than 6 months behind
- have been created on or before January 1, 2009

Alabama Hardest Hit Fund

The size of the fund made available to Alabama is \$162,521,345, to be dispersed by the state to applicants that meet the basic requirements, plus Alabama's specific requirements. Successful applicants will receive money for each of twelve consecutive months, with a payment cap of \$15,000. If your home is located in a Federally Declared Disaster County, then you may be eligible for help for 18 consecutive months, with a payment cap of \$25,000. The application can take up to 6 weeks to process.

The qualification details particular to the state of Alabama for the Alabama Hardest Hit program include;

- The total balance owing on the mortgage can not exceed \$258,690
- The arrears from missed payments can not be more than \$7,500
- The home owner must already be receiving benefits from the government for unemployment
- The maximum total allowed household income can not exceed \$76,440, from all residents 18 and over

Arizona Hardest Hit Fund

To qualify for the Arizona Hardest Hit, the gross family / household income must be no more than 120% of the median income for the county in which the residence is located. A minimum of two monthly payments behind, and no less than 60 days from a Trustee sale date. The maximum loan amount is \$50,000, with zero percent interest and no monthly payments. If the applicant can complete the program successfully, then the loan balance is forgiven at the end of the term.

Second mortgage settlements are available up to \$5,000 as long as the mortgage balance is greater than 120% of the fair market value of the home.

Unemployment Mortgage Assistance is available up to \$50,000, including a Second Mortgage Settlement, a maximum of 24 months of assistance minus the number of rescue payments. Rescue assistance can make a first mortgage current by fixing all past due payments including interest, late fees and any NSF fees, but excluding any legal fees. The maximum number of payments rescued is 12 and the maximum amount of monthly financial assistance is \$2,000 (or the current monthly mortgage payment subtract 31% of the borrower's monthly gross income, excluding unemployment assistance).

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California Hardest Hit Fund

To qualify for the Keep Your Home program in California, the homeowner must be unemployed, collecting EDD benefits. Qualified applicants will receive up to \$3,000 in monthly mortgage assistance for up to six months, and for home owners who are able to maintain a clean payment history for the three years following the assistance, then the loan need not be paid back.

Florida Hardest Hit Fund

The Florida Housing Finance Corporation has been directed to make the state's hardest hit funds available to the unemployed in an effort to provide temporary revenue assistance in addition to home loan subsidies. The Unemployment Mortgage Assistance Program provides home owners with \$12,000 to be applied to home loan payments. The home owner must be able to pay 25% of their monthly income towards the monthly mortgage payment, with a minimum of \$70. Should applicants have more than one mortgage on their home, then this payment is only available for the payment of the primary mortgage. Qualified applicants must have a hardship based on a loss or reduction of income due to their employment situation.

Florida offers an additional program called the Mortgage Loan Reinstatement Program, which essentially provides the home owner with enough money to bring their mortgage payment to current status, to a maximum of \$6,000. The home owner must be able to demonstrate that their employment-related hardship is now over, and that their new situation reduces their monthly home loan payment to less than 31% of their monthly income.

Florida adds the following criteria to the above requirements;

- The balance of the mortgage owing can not exceed \$400,000
- Total household income (income from all residents at the location over the age of 18) must be below 140% of the area's median income as reported by the US Department of Housing.

Georgia Hardest Hit Fund

The Georgia Hardest Hit program outlines a number of other issues that can go towards program eligibility, which are, in addition to the above basic requirements to be approved;

- The applicant must not have an IRS or Georgia state lien
- the home owner must have been current on their home loan payments before the employment-related hardship began
- Loss of income due to a divorce, illness or loss of child support do not qualify as a loss of income for the purposes of this program
- The total balance owing on the mortgage is less than \$417,000
- Home owners can not receive help for mortgage payments while in the HAMP trial period, can not use Hardest Hit funds to pay for HAMP trial payments

Illinois Hardest Hit Fund

To qualify for Illinois' Hardest Hit fund, applicant households must be able to show an income reduction of 25% due to unemployment or underemployment, without having lost the job due to being fired. The homeowner can be behind, or about to be behind in their monthly mortgage payments, with a family household income below 120% of the area median income. The Principal loan balance can not be more than \$500,000, and less than 3 months of mortgage payments in liquid assets.

The mortgage loan must not be an interest-only mortgage or one with negative amortization. Finally, the current mortgage lender must agree to accept payments.

The maximum payment to the homeowner will be either \$20,000 or \$25,000, dependent on the county in which the home is located. The fund provides reinstatement assistance for households behind on their mortgage, providing up to 18 months of forward mortgage payments. The applicant has to make a contribution payment of 31% current gross income during assistance term.

Indiana

Successful applicants to the Indiana Hardest Hit fund program will meet the following criteria;

- Must meet certain income guidelines
- Any delinquent payments on record must have occurred after the hardship
- At least 30% of the applicants gross monthly household income must go towards the monthly payments for principal, interest, home owners insurance and property taxes
- Must own only 1 home, it must be located in Indiana, and the applicant must be a resident of the State of Indiana
- Liquid assets can not exceed 6 months of mortgage-related expenses (excludes retirement accounts)
- Cannot have an active bankruptcy, and if discharged, applicant must be able to prove reaffirmation
- Must attend a job training program, related educational courses or forty hours of volunteer activities per month for each month the applicant receives Hardest Hit fund financial support

Kentucky

Kentucky offers a Unemployment Bridge Program, designed to assist successful applicants in continuing to maintain their mortgage payments. To be eligible, the homeowner must have lost their job or experienced a reduction in income due to the recent change in the economy (must have occurred after January 1, 2009) and be able to demonstrate how these changes has left them no choice but to seek financial assistance from the state of Kentucky.

The maximum amount of assistance is \$20,000 or 12 months of assistance, whichever occurs first. Of the \$20,000, the maximum amount that may be used for all related fees and payments to bring the mortgage current is \$7,500.

Successful applicants must also meet the following criteria;

- The maximum amount of the value of the liens on the property cannot be more than \$275,000
- There may be no more than two liens permitted on the property
- Either the applicant's principal, interest, taxes, and insurance (PITI) must exceed 31 percent of the gross monthly income, or the applicant must have suffered a 15 percent reduction in employment income.
- Liquid assets can not exceed 6 months of mortgage-related expenses (excludes retirement accounts)
- Applicants must sign a letter of hardship indicating the reduction in income they have suffered (also claiming that the loss or reduction was no fault of their own)
- The institution that holds the debt for the home loan must be enrolled as a participating servicer

Michigan

Michigan offers three programs to assist homeowners who are experiencing hardships, impacted by recent changes in the economy. The three programs are;

Unemployment Mortgage Subsidy Program

This program offers homeowners the chance to keep their home by helping out with mortgage payments and by correcting any missed mortgage payments which occurred during their period of unemployment. The maximum amount available for each homeowner who requires assistance in becoming current on their mortgage payments is \$3,000. In addition, the applicant must show receipt of Michigan Unemployment benefits.

The program will provide up to \$750 or 50 percent of the existing mortgage payment, whichever is less, and sent directly to the mortgage provider for a period no longer than one year / twelve months. The balance of the home loan will be withdrawn directly from the homeowner's bank account each and every month for the duration of the assistance.

Mortgage Loan Rescue Program

Designed specifically to return the homeowner to current status on their mortgage payments, these funds (max. \$10,000) can be used towards a delinquent mortgage, delinquent property taxes and any accrued escrow shortages. Homeowners who have a second mortgage can also use these funds to help repair that agreement, however the homeowner must be able to show that the primary mortgage is current. To qualify, the homeowner must be able to show that the hardship that impacted their ability to maintain their mortgage agreement was involuntary or based on recent economic changes, and that they have resolved a recovery plan to get mortgage payments under control and that they are able to carry their mortgage(s) going forward.

Principal Curtailment Program

This fund provides assistance to homeowners who would like to modify their mortgage agreement to be able to make the payment structure something more affordable. The maximum amount of assistance is \$10,000, and can be used to modify the primary mortgage agreement, or used to reduce the second mortgage, however if used for this purpose, the primary mortgage must also be current.

Mississippi

This program is designed to help out residents of Mississippi who are unable to maintain their mortgage agreements and need assistance to get back on track or maintain the agreement during the duration of the hardship which has befallen the homeowner. To qualify, there are a number of criteria;

- As with most state Hardest Hit Funds, the homeowner income must be below 120% of area's median income
- The applicant must be a US citizen, a resident of Mississippi, the home located in Mississippi and be the applicant's primary residence
- Must be experiencing or about to face a default in their mortgage payments
- The monthly mortgage payment must be greater than 31% of the homeowner's gross monthly income
- Applicants must create and submit a hardship letter that outlines the reason for the application and has with it supporting documentation
- The homeowner must have owned the property for at least twelve months prior to applying for program

-
- The remaining balance on the home loan must be less than \$271,000 (this includes a second mortgage if applicable)

Successful applicants will receive enough funds to have their mortgage paid for twelve months. If the homeowner is able to qualify and enroll in a state college program, then the mortgage assistance program will be extended for an additional twelve months. Homes located within certain counties within Mississippi can even qualify for an additional six months of financial assistance. If the homeowner / applicant is behind in mortgage payments due to the hardship as expressed with the hardship letter, then the mortgage program can provide up to six months of mortgage payments to help clear up the default amount.

All loans made by the Mississippi Hardest Hit Fund are a zero percent loan for five years, and as long as the homeowner qualifies and successfully completes the program, then there will not be required to pay back the loan unless the home is sold or they receive refinancing from their lender within the five year term of the loan.

North Carolina

The North Carolina Hardest Hit fund offers zero percent loans for between 24 to 36 months, based in which county the applicant resides. The fund allows for \$1000 per month to go towards mortgage and related expenses, and residents in the hardest hit North Carolina counties can have that extended from the regular 24 months to 36. Additionally, the money may be used to bring the mortgage payments up to date.

Applicants are eligible if they are unemployed through no fault of their own, or are suffering from a hardship that prevents the homeowner from staying on track. To receive funds, the applicant, must be able to back up claims of unemployment or the hardship with any related documentation, be a resident of North Carolina (and a legal resident of the USA), and have a clean track record of payments with the lender prior to unemployment or hardship.

Nevada

The Hardest Hit Fund in Nevada has what is called the Mortgage Assistance Program (MAP), and is designed to provide financial assistance for under or unemployed homeowners who have experienced a job loss or income reduction (through no fault of their own). This program will pay for one-third of the principal and interest portion of the monthly mortgage payment, up to a maximum benefit of \$500 per month.

To qualify, the applicant must meet some criteria, including;

- The residence in question must be occupied by the owner, and the owner be a legal US resident, and must be living in the home for at least 5 years
- The home loan must have been created on or before January 1, 2009
- Proof of the hardship must be documented and included with the application
- The homeowners maximum income must not exceed 120% of the area's median income
- Must either be missing or about to miss mortgage payments
- Only applicants with one home may apply
- Total balance owing on mortgage is different in all counties. The following counties have mortgage limits for applicants to receive assistance. They are Clark County (\$427,184), Reno / Sparks (\$431,189), Other rural Nevada areas

(\$347,087)

- Applicants who have failed a previous HAMP trial period but were able to complete successfully are not able to apply for this program

New Jersey

The New Jersey Hardest Hit Fund provides financial help to hardest hit residents of New Jersey homeowners (must reside in New Jersey and be a legal US citizens) who have been current and on time with their home loan payments prior to the hardship that has dramatically effected their ability to maintain that track records. New Jersey homeowners who are now at risk of losing their homes as result of unemployment or underemployment, the State offers financial assistance in the form of a zero percent interest rate, deferred-payment, second mortgage. The funds from the loan may be used to cover past due mortgage payments or a portion of the monthly home loan payment, and may include other mortgage related expenses such as property taxes, property insurance, and mortgage insurance. Homeowners may be eligible for up to \$2,000 per month for a maximum of 24 months.

Homeowners may apply if, within the past 24 months, you or your spouse or civil union partner has become unemployed or have lost wages due to reduced hours or work. To qualify, the employment hardship may not be the fault of the applicant, and have, or are about to, become delinquent in meeting the payment schedule

The basics of qualifying in New Jersey;

- The homeowner must be both a resident of New Jersey and a legal US citizen
- The home was purchased prior to January 1, 2009
- There is less than \$429,619 owing on the property (or less than \$550,005 for a two-unit home)
- The homeowner / applicant was current (fewer than one 60-day late payment) on the mortgage payment for at least 12 months prior to the hardship
- The home in question is the only home owned by the applicant
- The homeowner is clear of any bankruptcies
- The applicant has less than 9 months of mortgage and mortgage related expenses in liquid assets

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Home Affordable Modification Program (HAMP)

If you are currently employed but having difficulty maintaining your obligation with your home loan lender, then you might qualify for HAMP, the Home Affordable Modification Program. This program is designed to assist home owners manage their payments to avoid foreclosure. The target payment point is thirty one (31) percent of the borrowers verified pre-tax income.

If you are unemployed, there is also help available to you. Read more about [home loan modification programs for unemployed individuals](#).

Contact a [home loan modification lawyer](#) to see if your lender participates in the HAMP program, or fill out the form instant access to a professional that can help you and offer advice and ideas about how to process now.

HAMP Guidelines and Requirements

Home owners experiencing financial difficulties and have missed payments or are fearful of future issues with meeting mortgage payments can apply for the HAMP program if they currently occupy the residence in question and that they obtained their mortgage prior to January 1, 2009. The home owner must also have a mortgage payment that is greater than 31 percent of their pre-tax earnings, and a principal owing on the home that is less than \$729,750. Any applicant with a real estate related felony within the last 10 years will be declined.

There is, however, some flexibility in the requirements and it is advisable to determine your eligibility for the HAMP program by speaking with a home loan modification lawyer as soon as possible, there is hope and there are many options.

How to apply for the HAMP Program

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To apply for the program, you can send your application directly to your lender. The HAMP application is actually a package of material that you must assemble prior to starting the HAMP process. The package includes a basic request for mortgage payment assistance, using the HAMP Request Form. You must also include a tax form (either the 4506T-EZ or the 4506-T) and a Verification of Income form.

The purpose of this document is to outline to your lender the nature of your request and the underlying conditions which have lead the borrower to taking this next course of action. If the current mortgage has more than one signatory, then each one must also sign the document, all borrowers on the note must acknowledge the request for mortgage assistance in this way. It is on this form that verification that all borrowers on the mortgage have not been convicted of a real estate related fraud in the previous ten years.

The 4506T-EZ document are simply to grant permission to the IRS for the lender to be provided the borrowers latest tax filings. For those borrowers on the mortgage who have not filed taxes must, they must use the 4506T form which simply allows the lender to verify that you did not file a return with the IRS. You must retain a printed copy of either 4506 request for your own files.

The Proof of Income form allows the lender to verify your income in an effort to establish that the borrower's income meets the required parameters of the HAMP program and to ensure that they will be able to meet future obligations made by the Home Affordable Modification Program. The form has a checklist to make sure that no source of income is overlooked. This request also requires that the applicant keep a copy of the request for their records.

Once all the forms have been completed and copies made, your application package can be then submitted to your lender. All lenders who have loans with the Fannie Mae and Freddie Mac are required to participate. For help and advice, it is advised to seek a home loan modification lawyer, especially if you are having trouble with documents or having trouble being accepted into the program.

The application, behind the scene

For each application, the lender will check the Net Present Value (NPV) of the property as part of their internal eligibility requirements. This value is a statement of what the loan is valued at in the current housing market. If the Net Present Value of the loan is higher (or within a specific range) than the Net Present Value of the mortgage without the HAMP modification applied to it, then the lender must provide the requested loan modification if the applicant is otherwise eligible. If you have received a HAMP Non Approval Notice and the calculation does not result in a favorable result for the homeowner applicant, then the homeowner has another chance to have the Net Present Value reassessed. Contact a home loan modification lawyer to see what options are available.

The HAMP Trial Period Plan

Once the process has begun, the applicant begins a Trial Period in which all the required documents are submitted to the lender and the first trial payments are made. The Trial Period has a deadline before which the lender must grant a permanent modification or the applicant will fall out of the program. If this happens, then those applicants will want to take advantage of the HAMP extended program.

It is very highly recommended that at this point in the HAMP application process, given the benefits of the HAMP program, that all applicants stay vigilant in their

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efforts and make sure that the lender has the correct documents, that they are legible (if done by hand) and that they are complete. Following up with phone calls and getting answers to questions is vitally important. If you feel that you may not be able to absorb the burden of any time required to facilitate this process, then it is advised to seek a home loan modification lawyer and pass those responsibilities to them. Having said this, it is also vital that you confirm with your lawyer that all deadlines and requirements are met.

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Other Help on the Home Modification Process

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Other HAMP Programs

The Federal Housing Administration Home Affordable Modification Program (FHA-HAMP), Veterans Affairs and United States Department of Agriculture each back HAMP programs and if you have a mortgage backed by one of these agencies, then your application should go through the appropriate agency. Contact a home loan modification lawyer for more information. The requirements for these programs are much like the basic HAMP program, with the core focus to reduce the mortgage payments for the home owner to an amount that they can afford, that amount being no more than 31 percent of pre-tax income.

FHA Refinance for Borrowers with Negative Equity (FHA Short Refinance)

In addition, the Federal Housing Administration also offers a program for homeowners who are current in their mortgage payment obligations but their home is worth less than the mortgage. The program is called the Federal Housing Administration Short Refinance program. The program is similar to that of the Principal Reduction Alternative (PRA) program, but for loans backed by the FHA. To qualify for this assistance, the homeowner home loan must not be owned by Fannie Mae or Freddie Mac, the home must be valued less than the current mortgage, total debt is less than 55 percent of pre-tax income, the owner occupies the residence and all payments are current.

Home Affordable Unemployment Program (UP)

If you are currently unemployed, then there is also assistance available for you. The UP program is designed just as the HAMP program, with the option of suspending mortgage payments for at least twelve months to give the borrower some breathing room and the chance to focus on stabilizing and rectifying their current financial hardships.

To qualify for this program the homeowner must also be able to qualify for

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unemployment benefits. The other HAMP requirements are basically the same, in that the homeowner must reside in the residence in question, that the mortgage started prior to January 1st, 2009 and that the principal owing is no more than \$729,750. The applicant must not also be part of another modification program. Homeowners with Fannie Mae or Freddie Mac are not eligible program but can qualify for programs offered by both of these agencies. Please contact a [home loan modification lawyer](#) for more information or to assist with documents and eligibility. Applicants can submit requests if eligible until December 31, 2013.

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Attachment C

Attorney Loan Modifications

Fill the form below to handle your home loan modification application. It might be your only chance to get what you deserve!

We can help you keep your home!

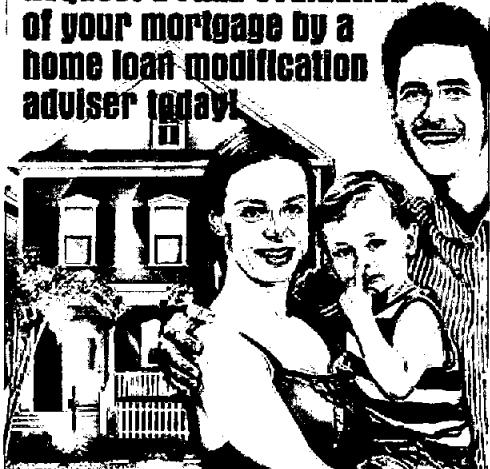
ABOUT YOUR HOME LOAN

PROPERTY VALUE	YOUR LENDER	BALANCE OWING
<input type="text"/>	<input type="text"/>	<input type="text"/>
OWNER MONTHLY INCOME	YOUR STATE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>
FIRST NAME	LAST NAME	PHONE
<input type="text"/>	<input type="text"/>	<input type="text"/>

UNDERSTAND YOUR RIGHTS AS A HOME OWNER. [YOUR INFO IS SAFE, READ OUR PRIVACY POLICY](#)

WE CAN HELP!
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**Request a FREE evaluation of your mortgage by a home loan modification adviser today!**



## Consumer Defense

### Loan Documents

### Why Choose Our Team?

### Success Stories

RAISE YOUR EXPECTATIONS, HAVE A LAWYER HANDLE YOUR APPLICATION.

## Home Loan Modification Resources

### What is a home loan modification?

A loan modification is a reduction of your payment by your lender. This new payment is supposed to be affordable for the homeowner and in exchange for this lower payment your bank is now saved the cost and hassle of a foreclosure sale of your home.

The payment is reduced to 31 percent of the home owner's income to loan ratio, and so the program is therefore only really of any use to those home owners who have home loan payments that exceed 31 percent of their monthly income.

The goal of a home loan modification is to help home owners who find themselves unable to meet current home loan payment obligations by renegotiating interest rates, financing rates, deferred payments or to exit the obligation to avoid foreclosure. Read more about the [requirements to qualify for a home loan modification](#).

### What is the point of a home loan modification?

If protecting your credit score is a factor in your decision to make a home loan modification, then home owners who are delinquent on their home loan payments should note that they have already experienced an impact on their credit score, however this impact is significantly lower than the impact that a foreclosure will have. Working with a home loan modification lawyer can help home owners to maintain their property and prevent their credit score from taking any additional hits.

The specific effect of a loan modification on your credit score depends on how the bank reports the modification to the credit bureau. It is possible and advisable to request that the bank report the change to the loan as a loan adjustment, showing on your credit report as a new loan with a lower payment and no increase in the debt structure. Reporting that the modified payment agreement is current will also help to protect your credit rating during the 'trial modification' phase of the home loan modification.

The current mandate as outlined by the Obama administration to reduce foreclosures is a solid plan, but like any new program, there is a learning curve for both the lenders and the borrowers. The party that is usually ahead of the game is a home loan modification lawyer and can often cut through any cloudiness and guide the borrower while helping the lender see the benefits of yielding to a home loan modification, and to see it as a financially positive choice.

In addition, you'll want to have the experience of someone who renegotiates home loans for a living and knows from that experience and the experiences of previous clients what a proper new home loan should look like for someone in your particular situation. You don't want to find out after 6 months or a year that your new home loan is still a difficult one to maintain.

Consult our Consumer Defense Team of Experts to handle your home loan modification application, it might be your only chance to get what you deserve!



## HOME LOAN MODIFICATION RESOURCES

- [Home Loan Lawyers Can Save Homes](#)
- [Hardest Hit Fund Program Offers Local Help](#)
- [Writing a Loan Modification Hardship Letter](#)
- [What is 2MP or Second Lien Modification?](#)
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- [How to Qualify for a Home Loan Modification](#)
- [How to Modify a Home Loan](#)
- [Video Resources](#)

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**No Guarantee.** These testimonials or endorsements on this website do not constitute a guarantee, warranty, or prediction regarding the outcome of your legal matter or the scope of services now provided by Consumer Defense. We welcome your legal inquiries and look forward to hearing from you. Please contact us online or at (888) 980-7457 to set up a FREE CONSULTATION.

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EMAIL

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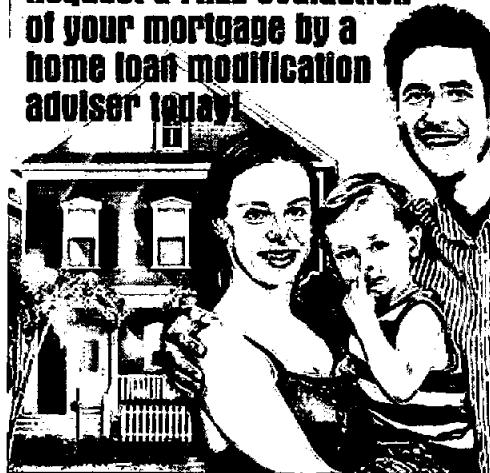
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Home Loan Modification Requirements

The primary consideration for approval for a home loan modification is that the home owner(s) can afford the new payment structure of the modified home loan. The applicant must produce the appropriate documentation to be considered for a modified home loan. These documents are outlined under "what we need to get started". What you need to get started:

your Monthly mortgage statement

Information about other mortgages on your home, if applicable

Two most recent pay stubs for all household members contributing toward the mortgage payment

Last two years of tax returns

If self-employed, the most recent quarterly or year-to-date profit and loss statement

Documentation of income you receive from other sources (alimony, child support, social security, etc.)

Two most recent bank statements

A utility bill showing home owner name and property address

Unemployment insurance letter, if applicable

Account balances and minimum monthly payments due on all of your credit cards

Information about your savings and other assets

It can also be helpful to have a **hardship letter** describing any circumstances that caused your income to be reduced or expenses to be increased (job loss, divorce, illness, etc.)

Basic tips to help you down the path of qualifying for a home loan modification

Banks and home loan lenders do not give out home loan modifications to just anyone, the home owner must demonstrate that they are facing or enduring a financial hardship that, without assistance, will yield an inability to maintain their original agreement with their lender to keep their agreement current and possibly face foreclosure.

To increase your chances of qualifying and succeeding with a home loan modification, here are a number of suggested actions you can take;

Start the process by coming to terms with the fact that you are doing all of this because you are fighting for your home.

Start by making a complete list of your income and expenses and be fairly harsh when it comes to which expenses you must keep and which you can eliminate. A lender might not look favorably upon a request to modify a home loan when the household generates a \$100 / month cable bill, has excessive and expensive cell phone accounts (minimum work and safety accounts can be rationalized), or any other expenses that are not a priority such as food, clothing and shelter. Providing an income and expense sheet may feel like you are exposing your personal life, but this information will allow a lender to draw a more clear picture of the type of renegotiated home loan you can afford, and that can only be beneficial to the home owner.

Using this list of revenue and expenses, take a moment to consider what your future monthly home loan payment might look like and what you can afford to pay.

Research your original home loan, if you were unrealistically approved then this can go towards an argument that supports your hardship statement. Don't forget that the main reason for a home loan modification is to avoid foreclosure, so if that is something you want to avoid, then make sure that your idea of what you can afford in the future is a more desirable situation for the bank than to foreclose on your property.

You'll need to write a Letter of Hardship which outlines the reasons as to why you are making the decision to go through with a home loan modification. They need to describe the reasons as to how you found yourself in this situation and what is preventing you from maintaining your original home loan agreement.



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» [How Can HAMP Help You Keep Your House?](#)

Comments (9)

If the borrowers on the loan ARE NOT living in the home that they want to do a Principle Mortgage reduction, Will they qualify for the program?

Dresden Tuggle added these pithy words on Dec 18 14 at 6:44 pm

It depends on which bank that you are applying at for the loan modification. A lawyer can help you do what is called an 'assumption'. You would assume the rights and the responsibilities of the mortgage. The bank may not agree to do this. If the property is in a 'negative equity' position then they may be more inclined to do this. Or if the property is in a 'judicial state' then they may be more inclined to approve the loan modification application.

I would call on of our advisors for a free private consultation regarding your options at 888-980-7566.

Attorney Load Mod added these pithy words on Dec 29 14 at 9:38 pm

Thank you for this site. my husband and I would like to know what happens to the money taken off the loan , is it put as a lean against the house or is this money forgiven in the sale of the home or is it part of the pay off in a reverse mortagage or any re- mortagaging thank you we really need to know this information Peggy Garcia ph. 804-346-xxxx 12/28/2014

PEGGY GARCIA added these pithy words on Dec 28 14 at 9:58 pm

It depends on the type of loan that you have. In many cases we negotiate a straight principle deduction on your loan modification. If your mortgage is an FHA loan that it is considered a principle deferment. The principle deferment is that set up as a second lien at 0% interest for the life of the loan. There is a maximum principle deferment of 30%. For example; if you presently have a 200,000 mortgage the maximum principle deferment is \$60,000. So your new loan would be \$140,000. Please free to call 888-980-7566 to speak with one of our advisors for a free consultation.

Attorney Load Mod added these pithy words on Dec 29 14 at 9:30 pm

do I have a better chance of getting a loan mod.(HAMP), I am not Freddie or Fannie, if I am delinquent on my mortgage?

Debbie added these pithy words on Jan 06 15 at 6:13 pm

Many banks do what is called an in-house modification if you are a non Fannie or Freddie loan. If you have an FHA mortgage there would also be a different set of guidelines. An in-house loan modification can really be a great alternative as some lender will either reduce or defer principle to make the loan more affordable. You may speak to a representative free of charge by calling 888-980-7566.

Attorney Load Mod added these pithy words on Jan 08 15 at 10:57 pm

December 2010, missed 1st payment in 20 years due to pending divorce. Family Court forced me to relocate for 1 year, had to pay rent and couldn't pay mortgage AND rent for 2011. During that time, applied for loan mod multiple times, was approved for trial mod, made the 3 payments on time, only to be denied a permanent mod. Moved back in for 2012, continued applying for loan mods and being denied. Fended off Sheriff sale in 2013 w/Ch13. Withdrawn that when I engaged a "foreclosure rescue" service which has proven to be a scam that I paid \$1000/mo for over a year. Another Sheriff sale in 2014 was foiled when the scammers filed a bogus Ch13 in New Jersey ??!!! Since then, New Jersey Bankruptcy Trustee is seeking to shut down the scammers and trying to get our money back. Not holding my breath. All I needed for Ocwen to do was agree to take my one year out of the house and put it on the back end of my loan; just extend my mortgage for ONE year! I certainly make enough money to pay my mortgage and simply can't understand why I can't get these folks to listen to reason and just get back on track. At this point, I'm 50 months behind on the mortgage. Right now, the foreclosure process is tied up in the Ch13 in New Jersey, but, once its cleared from their docket, I'm certain to be on Ocwen's fast track to foreclosure. My principal is only \$135,000. Any thoughts on my chances for my ultimate goal of staying in my home?

David Z. added these pithy words on Jan 15 15 at 4:01 pm

Because your mortgage is an FHA mortgage you are entitled to a loan modification as a matter of law. It doesn't matter if you are in California, New Jersey or Florida. An FHA mortgagor has the same rights. One of these rights is that the lender is required to mitigate their losses and to avoid filing a claim against the FHA insurance fund at all costs. This means your bank HAS to work with you as long as:

- 1) you want to stay in the house
- 2) you have the ability to make a regular lower mortgage payment.

If you answered yes then call one of our advisors at 888-980-7566 immediately and they can tell you what mortgage modification programs you qualify for and what your new payment could be.

Attorney Load Mod added these pithy words on Jan 16 15 at 10:17 am

I have a question. I have a rental property with tenants and im 8 payments behind. The tenants received

foreclosure paperwork and i too received paperwork from a foreclosure attorney. I have a court date of 9-21. I want to keep the property however i need a loan mod and it was denied by the bank because i wasnt living in the property. I have very great tenants and i dont want to lose the home. I also spoke to a realtor and they have an investor that will purchase the home and my hands will be completely washed of the issue but i get nothing out of it. This was my wife and i first home and its sentimental to us we just ran into a tough financial time that we feel we have recovered from. The home is valued at 104 and i do have equity in the home. If we sell it we would at least like to get something out of it. Any suggestions?

Jim B added these pithy words on Aug 12 15 at 12:47 pm

Add a Comment

Name (required)

Mail (will not be published) (required)

Website

XHTML: You can use these tags: <abbr title=""> <acronym title=""> <blockquote cite=""> <cite> <code> <del datetime=""> <i> <q cite=""> <s> <strike>



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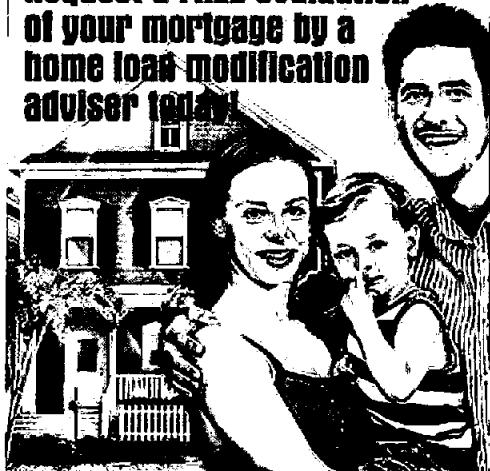
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## Home Loan Lawyers Can Save Homes

### Big Banks Have Lawyers – You Should Too

Regardless of what has happened to cause the problem, when homeowners find they can't pay their mortgage as planned, usually a couple things happen. While most banks will allow a borrower to fall behind for a month or so, foreclosures are still a very real part of life today and if a loan becomes severely delinquent, homes will be repossessed.

This can come about for a number of reasons like unexpected medical expenses, the loss of a job, a death in the family and more bad things which happen to good people.

Any legal representation worth the money being paid for the services would recommend an immediate filing for a [home loan modification application](#). Such a form would need to be filled out and put into the works immediately; today, not tomorrow, next week or when some free time appears.

For each extra day a payment is late, one's credit suffers worse. Every step along the way to actual foreclosure is another hit imperiled homeowners could avoid with a home loan modification.

### Don't Settle for Anything Less than the Best

It's a fact that the banks trying to foreclose on homes have high-powered, experienced lawyers doing the dirty work for them. While finding dirty or shady legal representation is questionable, sometimes getting someone who has experience



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#### Success Stories

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dealing with the worst is the best way to gain protection from those same predators. This is all moot if a foreclosure isn't imminent, of course.

In the event a home loan is still in good standing but could use an adjustment for other reasons to remain viable, a home loan modification lawyer could provide some of the best possible insight and advice on how to go about the process.

**Make Home Affordable programs** can save people from losing their houses but there are lots of forms, filing and other work to do, some of which is very complicated.

Because of all the delicate matters which could directly impact a person's life if they are improperly handled, getting a great home loan modification lawyer is essential.

Homeowners who believe they can negotiate their way out of the same bad deal they made originally often forget they're pretty bad at making deals. Face it or don't, but it's a fact which must be considered when it comes to saving one's credit and place of residence.

The FTC or **Federal Trade Commission** recently introduced even more legislation to help homeowners who find they're in over their heads when it comes to making mortgage payments.

They're cracking down on fraudulent bank practices right from the start too by banning them from collecting fees for renegotiations until an affirmative decision has been reached by both homeowner and lender.

Basically, this means they can't collect money or impose fees solely for considering a **home loan modification**. This Mortgage Assistance Relief Service also requires lenders to cooperate fully with the federal government, something which greatly increases transparency both from the upper end and the homeowner's side as well.

There is a lot of information to take in and for people with a full time job to worry about, home loan modification lawyers are the obvious choice to handle these matters.

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Comments (9)

[...] that you know how it can help you, qualifying for the assistance available through HAMP and other programs becomes the next step. It's a difficult one too, full [...]

**HAMP | Home Affordable Modification Program** added these pithy words on Feb 03 15 at 8:15 am

I've tried this route and was scammed how much do you charge  
On SSDI now was working living American Dream then got sick then my husband was out of work  
18months now back but catching up and mortgage in the rears lived here 18 years and was also taking  
started 1 2007 when we refinanced but we both worked now I don't know need help keeping our home !!



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- [Video Resources](#)

Just what is cost please

 Tammy added these pithy words on Jan 08 15 at 12:37 am

The good news is that over the last year or two the federal guidelines for the MHA guidelines and loan modification services in general have been changed so that ONLY attorneys may perform these services. At Preferred Law we use a partner company The Modification Review Board to qualify everyone as to their eligibility for loan modification programs. There is a fee and it is ALWAYS commensurate with the individuals income. You may speak to a representative free of charge by calling 888-980-7566.

 Attorney Load Mod added these pithy words on Jan 08 15 at 10:55 pm

Need help with loan modification

 sandina added these pithy words on Jan 14 15 at 7:59 pm

Determining the best route for getting your loan modification approved is based on three main factors:  
1) Who your lender is (Chase, Wells Fargo, Bank of America etc...)  
2) What state you are in. If you are in a state like Illinois that has mandatory mediation then a mortgage modification is much more likely.  
3) Your income. You need to show that you have the ability to repay your new lower payment.  
Please call an advisor at 888-980-7566 to discuss your options for free.

 Attorney Load Mod added these pithy words on Jan 15 15 at 8:22 am

I just received a notice in my email that a response was made to my inquiry, but even when I click on the link, it doesn't take me anywhere to read the response.

In December of 2010, I missed my first payment in 20 years due to a pending divorce (had to hire attorney versus pay mortgage). FHA loan serviced by Ocwen. Prior to missing the payment, contacted them to inquire about HARP or HAMP; was told I had to be in default for 90 days before I could even apply for the loan mod programs.

Family Court awarded "exclusive use & occupancy of the family home for one year" to my ex-spouse. Three children had every-other-week with Mom or Dad; had to rent another 3 bedroom house for that year, couldn't afford rent AND mortgage.

Applied for loan mod, denied as "non-owner-occupied". 2nd application denied, I made "too much money to qualify". 3rd application denied, I made "not enough money". 4th application "non-owner occupied". 5th application, approved for trial payments; Dec 2011, January & February 2012. All payments made on time, denied for permanent mod.

Subsequent applications went through same process of denial for various reasons until March of 2013 when Ocwen sent me to the Sheriff sale. Filed a Ch13 to stop the sale, however, had been scouring any and all avenues of relief. Unfortunately, was referred by a legitimate realtor to a program she was a paid affiliate for, Stay-in-or-Walk-Away.

They accepted me as a client and I paid them \$1000/mo for the next year, during which they were supposed to be "negotiating" with Ocwen to purchase my note and sell my house back to me. Only reason I went with it was because of the Century 21 agent. Thought they were the real thing.....not quite!

March of 2014, house went to Sheriff sale again despite the supposedly active "negotiations". The scammers responded by filing a bogus Ch13 in New Jersey, including me with ~ 40 other folks from all around the country. New Jersey Bankruptcy Trustee filed charges against the company for fraudulent bankruptcy processes.

As of today, that process is still in the New Jersey Bankruptcy Court, but once it clears, I'm certain to be on Ocwen's fast track for foreclosure. I'm a federal employee for the past 23 years, working as a Registered Nurse for the Dept of Veterans Affairs. I definitely make enough money to pay my mortgage.

My one and only concern is getting back on track and keeping my home. What, if anything, can your firm do to help me accomplish that goal?

Thanks,  
David Zullo

 David Z. added these pithy words on Jan 16 15 at 2:47 pm

Hi David;

I will send you a copy of the response. But it looks like your original post was in the thread Home Loan Lawyers Can Save Homes. If you look on the right side of each web page you will see the different topics. Go ahead and click on the Home Loan Lawyers Can Save Homes link and your posts will be

just towards the bottom.

**Attorney Load Mod** added these pithy words on Jan 17 15 at 7:39 am

need help wells fargo North Carolina

**kathleen sitnik** added these pithy words on Jan 29 15 at 2:30 pm

Hi  
I have recently been foreclosed upon from Montana Board of Housing, and perhaps go through legal procedures, but as of now eviction is scheduled for Feb. 1 2015. They did advise of having no right for modification, no refinance options, and no HARP loans. They did give me a 15 day grace period to come up with \$100 to stop the foreclosure which originally scheduled for Jan 9, 2015. They hold my deed of trust, and do believe this is my first home mortgage out there. Did try the HUD's HOPE program but still nothing became of this, did try National Disabilities Rights, and Montana Disability Rights. Also put in a complaint with the Fair Housing Act with the Department of Justice Civil Rights Division, but the process of foreclosure still happened without notifying me of the sale after Jan 9, 2015. I have recently lost my husband of 30 years, who paid the mortgage, as I became disabled in 2009 and lost my 2 jobs. Man I sure need help in something to keep my home, if there is any thing in keeping my home, it would be greatly appreciated, even if Spring Board Inc. could not do anything for me, so I am hoping you can.

Thank you

Jackie

Havre, MT 59501

**Jackie Favel** added these pithy words on Jan 31 15 at 1:56 pm

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Name (required)

Mail (will not be published) (required)

Website

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<blockquote cite=""> <cite> <code> <del datetime=""> <em> <i> <q cite=""> <s> <strike>  
<strong>



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firm will be working on your case ancillary work may be performed by other attorneys.

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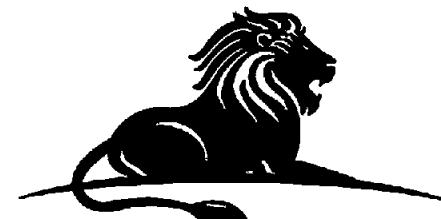
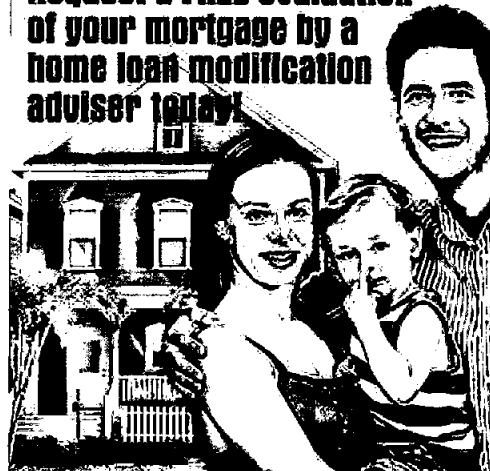
|                                                |                      |                                                            |
|------------------------------------------------|----------------------|------------------------------------------------------------|
| PROPERTY VALUE                                 | YOUR LENDER          | BALANCE OWING                                              |
| <input type="text"/>                           | <input type="text"/> | <input type="text"/>                                       |
| OWNER MONTHLY INCOME                           | YOUR STATE           | EMAIL                                                      |
| <input type="text"/>                           | <input type="text"/> | <input type="text"/>                                       |
| FIRST NAME                                     | LAST NAME            | PHONE                                                      |
| <input type="text"/>                           | <input type="text"/> | <input type="text"/>                                       |
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bad.

Qualifying for the Hardest Hit Program

That's an exhaustive list and the odds are good if you live in the United States, you live in an area which qualifies as one of the hardest hit. There are some other circumstances you must meet before you can expect to get any help from your local state agency though.

You've got to live there for starters; no saving your vacation properties. If you're working full time, you can forget all about this as the program is only for those underemployed or totally out of work.

You pretty much need to be broke too, or else they will have you put most of your money toward reducing your monthly debt before giving a hand.

Any bankruptcies in the past will pretty much disqualify you from getting aid from the Hardest Hit program in your state, if there is one. Your mortgage also needs to be from a big bank, not an independent lender or otherwise financed by the person from whom you bought the house. For mortgages such as these, you're on your own.

Also, unlike many programs which automatically opt you out if your mortgage is from before January 1, 2009, the Hardest Hit program will only consider applications with mortgages dated before this time.

Because unique concerns are sure to arise in each state you absolutely must find some qualified legal help when trying to navigate this messy morass. A home loan modification lawyer would be just the resource you need to get from one end of a Hardest Hit application to the other.

While an [attorney loan modification](#) might seem exorbitant, consider the alternative to winning your appeal for financial aid.

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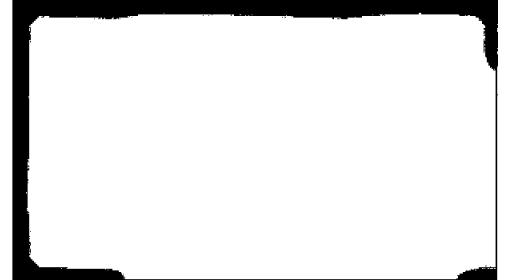
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Comments (12)

I have a question about the Hardest Hit Fund. When do funds from this program run out? Will your team of lawyers help me obtain mortgage assistance with these funds?
Thank You

 Robert added these pithy words on [Jan 22 15 at 12:11 pm](#)

Robert, hardest Hit Fund assistance varies from state to state. It was primarily designed as a mortgage relief program for homeowners that were behind in their mortgage and experienced lapses in employment. Some of the hardest hit states are: Illinois, Ohio, Michigan, California, Florida and New York. There is a limited amount of funds available and we can expedite the application process as we know exactly what forms are required, how to fill them out so that you receive the maximum assistance and who to get them to so that the paperwork is processed quickly. Remember, the goal is to keep you in your home so that you have a mortgage payment that is affordable to your situation. Please call 888-



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980-7566 to speak with an advisor.

 **Attorney Load Mod added these pithy words on Jan 22 15 at 12:20 pm**

Do we really need to have an experienced for late mortgage payment, lapses in employment etc.. to be qualified for loan modification.

 **Celio added these pithy words on Feb 07 15 at 11:48 am**

Evidence of some hardship within the household is helpful. However it is important to note that it is NOT required. If you are behind on your mortgage and need a loan modification then the most important part is that your payment be higher than 25% of your gross monthly income. In this situation your bank will usually drop your interest rate and/or defer or forgive some principle to make your payment affordable.

In the instance of an FHA mortgage you can have a mortgage payment that is, say, 10% of your gross monthly income and you will still qualify for a loan modification. You MUST be very careful when you have an FHA mortgage as banks will frequently tell homeowners that they don't qualify for any type of mortgage assistance. The reason that banks do this is because an FHA mortgage is fully insured by the FHA and the bank will recoup 100% of their losses if they have to repossess your home. This option is always much cheaper for the bank despite their requirement that they work with the homeowner.

 **Attorney Load Mod added these pithy words on Feb 09 15 at 8:53 am**

We have a Mobil home. Do you help with that? We were in bankruptcy but couldn't continue the payments. They are wanting over \$7,000, and over 600, per mo. to pay our mortgage. They say we almost two years behind. That's about when we started the bankruptcy. We were paying \$434. per mo. my husband had 2 back surgeries back in 2011 and 2012 which is how we got behind. We are to go to court in April. So lost on what to do. Really needing help. We own our property and would like to build something just to live in for now. Can you please help us? Thanks and truly appreciated, Pam

 **Pam added these pithy words on Feb 23 15 at 7:03 pm**

I have been trying for a few months with Chase to do a modification loan and I also have NACA helping me now they are telling because I have USAD loan it's it does not fall in there guide line for a modification, I'm not asking for them to cut the payment in half just a few \$100.00 dollars and I'm getting no were HELP

 **Sabrina added these pithy words on Mar 23 15 at 11:07 am**

Thank you for asking your questions. Your sisters home is a serious matter. The first thing that I can tell you is that a re-finance is not an option. Obviously NACA is a free resource but in my opinion you do get what you pay for. We charge a fee — but I believe our services are well worth it. You can go to the <http://www.preferredlawteam.com> home page and visit our success stories link and see just a handful of the folks that we have helped. We have even had first mortgages forgiven. In your particular situation you need to be very careful of something called dual tracking. I would recommend that you speak with one of our loan modification advisors at 888-980-7566.

 **Attorney Load Mod added these pithy words on May 12 15 at 10:16 am**

What if my spouse loss his job and is unemployed but I am still working full time?

 **Chris added these pithy words on Apr 20 15 at 1:06 pm**

My husband and I are both retired and drawing Social Security and retirement. I do manage a Tax Office (Jackson Hewitt) from January 2 – April 16 each year. We refinanced our home in 2010 when values were good. Then in 2011 my husband had a heart attack and I had breast cancer. That was only the beginning. I had chemo and reconstruction and finished in 2013. I am doing good. However my husband only got worse. He was in the hospital over 30 times last year and already 5 times this year. The doctors recommend long term care but I can't afford that right now and I am trying to get him in short term rehab. He is currently in the hospital and has been for 3 weeks. He has terminal illnesses. He has Parkinson, Congestive Heart Failure, Kidney disease,

Lymphedema, and his liver is diseased from medications. We are 6 months behind on our mortgage due to medical bills and prescriptions. Please help me as Bank of America is threatening foreclosure. I sent them a month's payment but they sent it back because they have to have all or nothing.

 Nancy Youngblood added these pithy words on May 15 15 at 9:40 pm

I am a widow and Im trying to save my house I applied for hardest hit March 20th 2015, I sent in everything they asked of me the worker never answered my questions . I was only emailed when she needed something I am on Disability with low income and I received an email on 5/20/2015 that im ineligible she stated that my deceased husband was not on the mortgage and that there is nothing i can do and that I cant apply again is there any help you can give me thanks Colleen.

 colleen added these pithy words on May 21 15 at 9:20 am

How does this funding effect your credit score in the future?
I understand these funds help for about two years. Do this funds have to be repaid if you sell your home?
What drawbacks are we not being told?

 Anna Wiley added these pithy words on Jul 21 15 at 1:49 am

I lost my job in may 2015. Unemployment benefits denied. Our mortgage payment 22 Thousand had to be paid to prevent foreclosure. Monthly payment is 764.53/monthly, simple interest payment. After I lost my job, I discovered my spouse was not paying our mortgage. This is when I cashed out retirement funds to pay.
I am struggling to pay the high monthly payments, and to save my marriage. Income is tight! I just started my SS benefit, and would like to find another job. I also pay my son bills because of his status. My spouse receives retirement benefits. His mental health has been effected because of our debit problem. I would like to ask about help for this problem. Please advise as soon as possible.
Caliber Loan had just taken our loan . Prior to this we had been working with payment and all this was dropped when the loan owner changed.
. Thank you,
Sherry Logan

 sherry logan added these pithy words on Aug 08 15 at 9:15 am

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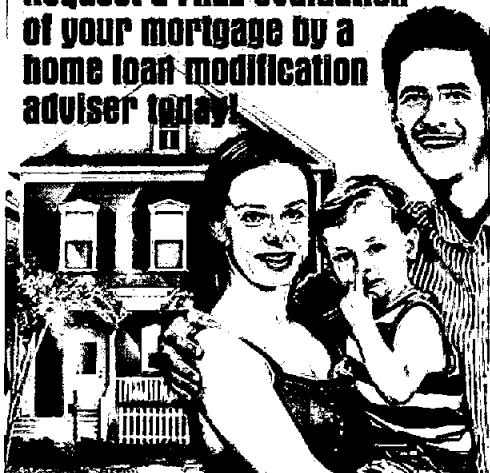
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| PROPERTY VALUE | YOUR LENDER | BALANCE OWING |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| OWNER MONTHLY INCOME | YOUR STATE | EMAIL |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| FIRST NAME | LAST NAME | PHONE |
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## Writing a Loan Modification Hardship Letter

While meeting the requirements for a home loan modification, do not neglect to focus on the **Hardship Letter** without which many lenders will refuse to give a loan modification. Essentially, this is a lot like the cover letter which many people include when applying for good positions at wealthy companies or other prestigious jobs. Unlike those, which cover the writer's interests, strengths and willingness to work, a hardship letter must include information about the writer's current financial situation, other obligations and proven inability to continue paying for a mortgage using current rates.

Remember, the idea is not to get out of paying for the property but simply adjusting the monthly amount so foreclosure is not forced upon the homeowner. While the writer may want to include spurious amounts of detail and background, lenders are used to getting hardship letters. They've seen the pictures, heard the stories and know how people are suffering all over the country, even the world.

With this in mind, boring lenders with a length hardship letter is ill advised. Keeping the length of the letter short, to about a single page will get the best results. Writing must be professional, succinct and short. Don't try to appeal to the emotions of these people; they've been trained to shrug off such entreaties and that's the surest way for a home loan modification application to be denied.

The person paying for their home mortgage must still be able to reasonably pay for the newly negotiated amount every month. Consider the difficulty with which most banks grant a **home loan modification**.

Now, does it seem viable to assume they would do it twice for a single person? Of

course they wouldn't. The information provided and examples cited must be given with clear, concise proof.

For example, a death in the family can be a crushing blow to some of its members, including those who make the money which pays the mortgage. Depression is not uncommon and while getting medical help for the mental condition, a home's earner could be out of work for a while.

This isn't a permanent problem and some banks may be willing to renegotiate, considering this hardship. Some others are not so clear cut however.

### What a Loan Modification Hardship Letter Does

People get fired all the time. It happens to the best of us and when it happens to homeowners with a mortgage to pay, most banks don't really care. Yes, a loss of employment is a big deal and it affects the homeowner's ability to pay for things, including the mortgage.

It doesn't mean that person can't find another job though. In this way, big banks are kind of like nagging parents who demand an out of work child get back into the world of labor as quickly as possible.

Certain, lengthy events like a long legal battle or extended military stay are both sure to grant some kind of reprieve from a financial institution. Obviously, what bank wants to be known as the one that screwed over soldiers on deployment?

Nobody can read minds in this world though so it's crucial to supply information well ahead of time, before payments fall behind and while the people in power are still able (and willing) to do something about the bad situation. Getting the right legal help is a must.

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### Comments (5)

Hey, yeah, I agree.

 Ty added these pithy words on Jan 09 15 at 1:05 pm

Good stuff. Thanks

 Ty added these pithy words on Jan 09 15 at 1:07 pm

I need help getting my LEGAL OWNER TITLE for the Mobile Home I bought in 2003. I paid off the Father of the seller. I have e-mailed the original person I bought the home from and ask him to Transfer the Legal Title to me. He will not answer my emails. When I bought this home he lied about the Heating Furnace and after a month of living here I had to buy a new one. Also, the Piping to



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connect the Cloths Dryer was illegal and I had to replace new pipes. So, I deducted one half of what I spent from the balance and sent a check. the check was cashed but I cannot get the Legal Owner Title in my name. So, I could never sell it. I NEED TO TALK TO A LAWYER ABOUT THIS ISSUE TO GET THE LEGAL TITLE. I COULD ONLY PAY A SMALL AMOUNT FOR HELP. THANK YOU FOR ANY HELP. Elizabeth

 Elizabeth A. Brown added these pithy words on Jan 22 15 at 3:22 pm

My first question would be:

- 1) When you paid off the seller were they in agreement that you could only pay half of what was owed to satisfy the mortgage debt? If they weren't they still owe the balance. If they were, did you get it in writing.
- 2) Did you have the sellers permission to give the payoff funds to their father. If you didn't then you have an additional dispute with whoever you gave the money to.
- 3) Have any of the parties told you that you are wither behind on the loan or have defaulted on the loan? Remember, whenever you are talking about money, loans and mortgages it is CRUCIAL that everything be conducted in writing.

 Attorney Load Mod added these pithy words on Jan 26 15 at 9:35 am

I had a modification until October 2014 I was told to wait for the letter after I applied for a longer modification I waited November 2014, December 2014 I called and found out I did not get the modification So I had to go back and pay 9.49% interest rate even though my hardship had not changed now I struggle to pay over half of my income on my mortgage. I talked to a financial institution about refinancing but because my score is low and I live on an retirement income they won't discuss it I want to work on my credit and get my score up but I need help legitimate help

 SONDRA PRICE added these pithy words on Feb 21 15 at 5:04 pm

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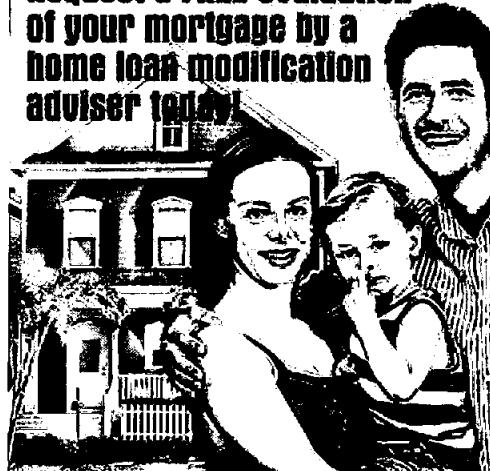
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|------------------------------------------------|----------------------|------------------------------------------------------------|
| PROPERTY VALUE                                 | YOUR LENDER          | BALANCE OWING                                              |
| <input type="text"/>                           | <input type="text"/> | <input type="text"/>                                       |
| OWNER MONTHLY INCOME                           | YOUR STATE           | EMAIL                                                      |
| <input type="text"/>                           | <input type="text"/> | <input type="text"/>                                       |
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What is 2MP or Second Lien Modification?

If you're like millions of homeowners in debt and struggling for a way to escape it, you're probably looking for anything and everything which could give you a hand up. For people who made the grim mistake of taking out second mortgages on their homes, effectively splitting up the ownership between two different lenders, the problem probably became immediately apparent. Getting away from one of the two lenders could make a huge difference in the life of many a homeowner, which is where Second Lien Modification comes into play.

The circumstances leading up to the event are unimportant; somehow, some way, you mortgaged your home out to two different lending agencies. That means two different mortgage payments a month and an awful lot of debt piling up fast.

While a [home loan modification lawyer](#) should always be contacted and maybe even hired for specific advice concerning your case, signing up for 2MP or Second Lien Modification will solve your second loan or make it disappear altogether if you qualify for a few different conditions.

You must have already applied for and qualified for a home loan modification under the HAMP program for this other program to even be considered. So, if you haven't started there, you should stop now and look into that other program first because the 2MP agencies won't even consider your application otherwise.

Whether you qualify now or not, the enrollment for this program is scheduled to end on December 31st, 2013. That's the end of the year which might seem far away now but has a sure way of creeping up on people if they let it.

Different Requirements in Different States for a Second Lien Modification

Depending on the state in which you and your distressed property reside, you may be eligible for other, local relief benefits. In addition, you may face different requirements to qualify for certain government sponsored programs, including the Second Lien Modification Program.

It is highly advised you retain a home loan modification attorney for the duration of any proceedings, or if you know you cannot afford your mortgage and want to keep your home. The benefits to a successful 2MP application are too numerous for you to simply ignore them.

Once you know the specific requirements to file in your state, you need to get all the right information together. This is easy; since you've applied for other relief programs as a rule before applying to this one, you should already have all pertinent papers on hand.

January 1, 2009 is a very important date because if you obtained your second mortgage on or before this day, you aren't going to qualify for any kind of relief under the 2MP program. It's a shame, but not everyone can get the help they need.

To make sure you qualify for the assistance you need, check to see if you're eligible for a Short Refinance program. This would apply to your primary mortgage and reduce that debt.

If you qualify for it, you're pretty much guaranteed to qualify for a Second Lien Modification grant or reduction in the debt on your second mortgage. For any and all questions, if you lack a home loan modification lawyer, you could check with the Federal Housing Administration to get some much needed answers.

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I had already been turned down twice for a home loan modification. I'd rather have. Refinancing. If at all possible. I want. To be able to breath again. With vanderbilt mortgage & finance you can't do that trust me . They are the company that will make you commit suicide...no joke!!!!

 Dorothy w Jordan added these pithy words on Jan 09 15 at 1:21 pm

With a second lien mortgage modification we negotiate with the mortgage company that owns your second mortgage. During a foreclosure the first lien holder is usually the entity that forecloses. When this happens the second mortgage gets wiped out entirely. Usually when we are negotiating the terms of the first mortgage modification we will simultaneously negotiate the new terms of your second mortgage. The bank that owns your second mortgage will usually offer very favorable loan terms since they could potentially get nothing during a foreclosure. I would definitely call one of our advisors at 888-980-7566.

 Attorney Load Mod added these pithy words on Jan 09 15 at 7:48 pm



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YOUR STATE

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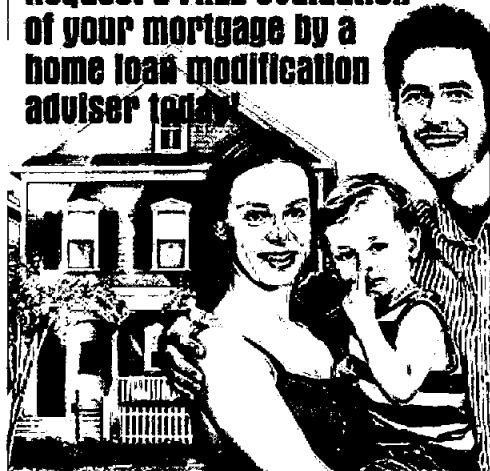
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It's an ugly beast nobody wants to deal with but even if you start off with the best intentions and lots of money on the side, foreclosure can still become a reality in your life. The HARP program and other refinancing methods can all help a homeowner, that's you, stay in their home.

For Those Whose Homes Have Lost Value

Because the property values on so many homes and in so many neighborhoods have literally plummeted over the last few years, many homes and other buildings are not now worth as much as they cost to build and erect.

It's sad but some people are stuck with loans for more than the value of their home. Unfortunately, it's a product of bad economic times which many homeowners are forced to deal with. [Home loan modification](#) is one way borrowers have come up with to meet this problem.

Most notable among proven, reliable pathways to help, the HARP program is great for people who haven't had a problem keeping up with their mortgage payments in the past.

If you've always been current but your home's decreased value means your lender won't refinance, this is one way to reduce your monthly payments. It is a very similar program to the Principal Reduction Alternative, though this latter tool was only made available to victims of Fannie Mae and Freddie Mac.

The preceding pair of banks are both notorious for issuing predatory loans they mostly knew people would default on at later dates. This issues insane, inflated profits which made the values of homes all over the country skyrocket, then bomb

out when people realized what was happening.

Your own home loan may be issued from one of these fraudsters without your knowledge; this is definitely worth a look, as you may qualify for some special debt reduction programs and not even realize this.

Forbearance to Avoid Home Foreclosure

If you've ever owed money to someone before, you've probably gone through a similar process to forbearance. This is what happens when someone who has borrowed money cannot afford to repay it as scheduled, but that person is also certain of and can prove their ability to repay at a later date.

The bank holding onto your mortgage may be willing to let a missed payment or two slide if, for example, the tax season is coming up and a large refund check is expected.

For Cases a Bandage Won't Fix

If you owe a lot of money or you find your mortgage is especially wicked, it's too late to apply for any assistance with the [Emergency Homeowners Loan Program](#), which would have snatched up bad loans and redistributed funds at new, better rates.

These days, your best bet would be trying to get hooked up with the Hardest Hit program which offers emergency funds to those in the worst shape.

A home loan modification lawyer would know if you qualify for these and other state-run programs for financial assistance. Unless you're ready to read through pages and pages of materials and believe it, there is plenty to take in, then you should pass the job on to somebody with a clear, concise knowledge of the game. Get some good representation and put it to work protecting your homeowner's rights.

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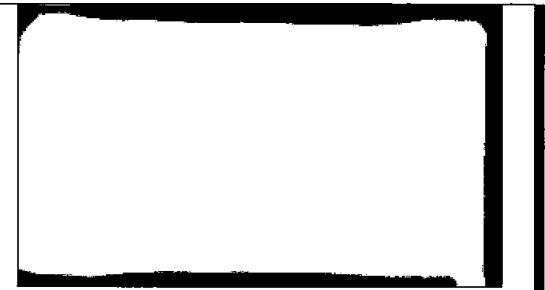
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[...] is a great solution for those that need help because they are facing foreclosure of their home or need help [...]

[Home Affordable Modification Program](#) | [HAMP Alternatives](#) added these pithy words on [Feb 03 15 at 8:06 am](#)

[...] Program, or HAMP, is just one of these programs which help people to stay in their homes and avoid foreclosure, as well as the damning effects that process invariably incurs on a homeowner's credit [...]

[HAMP Help You Keep Your House!](#) added these pithy words on [Feb 03 15 at 8:14 am](#)



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- [Hardest Hit Fund Program Offers Local Help](#)
- [Writing a Loan Modification Hardship Letter](#)
- [What Is 2MP or Second Lien Modification?](#)
- [You Can Avoid Foreclosure](#)
- [What is the Principal Reduction Alternative?](#)
- [Alternatives to Home Affordable Modification Program](#)
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My time is running out and I could loose my home. I had to get an attorney and they can't seem to convince Everhome Mortgage attorneys to give me a modification , so my attorney told me I need to come up with \$20,000.00 to save my home , which I need this by March 2015. I tried seeking help and everytime the CEO for Habitat for Humanity wold tell them no , yet he was the one that said to seek help after telling me if he give me a modification , he will have to do that for everybody else. Please in the name of Jesus help me. My number is xxx-xxx-xxx.

 Jackie Henderson added these pithy words on Feb 03 15 at 1:12 pm

I will have one of our loan modification advisors reach out to you. Please be on the look out for their email. It is quite likely that you have a government insured mortgage and therefore your mortgage company is required to work with you. Also, if you are in several states that have mandatory mediation that your bank is also required to work with you. The states that have mandatory mediation are as follows: California (this state has something called the Homeowners Bill of Rights), Illinois, Indiana, New York. There are also a few others. However, you can also call an advisor directly at 888-980-7566.

 Attorney Load Mod added these pithy words on Feb 04 15 at 12:06 pm

I was told that I couldn't get any thing but have the money by to day 4-1-15
It's impossible to make a loan
but i do want to keep my home need help told the Finance Co. I could
catch up may 1st reply was not acceptable

 jerelene added these pithy words on Apr 02 15 at 1:06 pm

However, it can also be essential to come up with a careful plan in front of creating any application landlord insurance legal requi in case somebody is not able to repay your finance they might accept bankruptcy.

 landlord insurance legal requi added these pithy words on Jul 04 15 at 8:04 am

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We can help you keep your home!

ABOUT YOUR HOME LOAN

PROPERTY VALUE

YOUR LENDER

BALANCE OWING

OWNER MONTHLY INCOME

YOUR STATE

EMAIL

FIRST NAME

LAST NAME

PHONE

**UNDERSTAND YOUR
RIGHTS AS A HOME OWNER.**

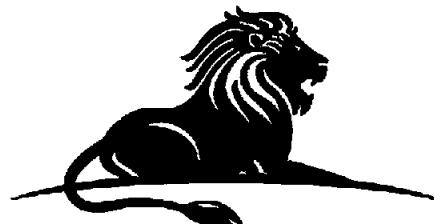
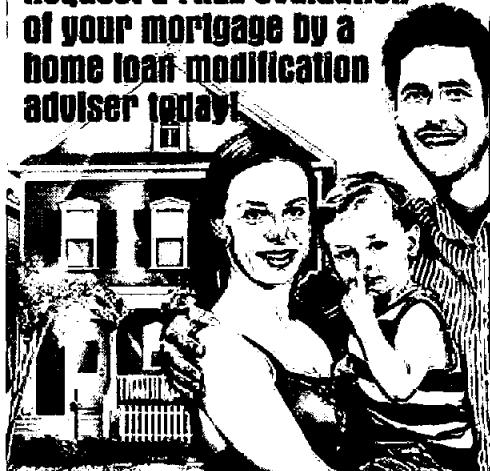
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## What is the Principal Reduction Alternative?

When so many people are crippled by debt as is the case in today's economy, any kind of break from all the bills is a widely welcomed boon. If you can pay your bills on time, your creditors can pay their bills on time and everyone up the chain is happy. If you've gone through all the channels and reduced your interest in every way imaginable, there are still ways to cut down on the amount you owe every month. The Principal Reduction Alternative, or PRA, protects lenders while allowing borrowers to get out from under bad loans.

Let's face it; lots of homes today are worth less than they were five, ten or even fifteen years ago. Plummeting property values mean people are stuck with their high priced mortgages when their homes are worth less and all the goods around them, from food to gasoline, cost more.

This means people literally have less money to pay the exorbitant rates for their properties which are losing value even as they hand over the meaty payments every month. It's a kind of maddening situation, really.

By reducing the principal, or the amount borrowed, the government effectively reduces the mortgage payments for a homeowner because the mortgage is now for a lesser amount of money.

This helps the lenders, because they come closer to making the black on money borrowed to you and it helps you because you owe less money on your house which is worth less; not exactly an unfair arrangement considering how the government bailed out so many large corporations only a few years ago. Programs like the PRA are kind of like our bailout.

## How do you qualify for a Principle Reduction?

Qualifying for this program means meeting many of the same criteria needed to net entry to the **Home Affordable Modification Program (HAMP)** and other, similar programs. One noteworthy exception is that your building absolutely cannot be guaranteed by Freddie Mac or Fannie Mae, two notoriously bad banks.

Those two lenders were so bad, the government came up with very specific programs to deal exclusively with their loans. If you're underwritten by one of those two you're not out of luck but you need to apply for some other assistance.

Requirements are admittedly more flexible than those for the **Home Affordable Refinance Program (HARP)**. The remaining mortgage must be worth more than the home's actual value as well, which means only the people who got hit the hardest by this economic crisis are going to get this assistance.

In addition, the person applying for PRA assistance must also be living in the property in question. While the government is interested in keeping families living indoors, they won't help much with empty homes which normally lack tenants.

No fraudsters or felons need apply; they'll all be denied for these programs up front. There are more than a handful of lending agencies taking part in these programs right now and the number, currently more than 100, is growing at a steady pace.

There are plenty of hurdles and hoops which will arise during the PRA process so you'll probably want a **home loan modification attorney** to guide you through it. All the big banks and government agencies have trained, skilled legal representation on their sides – shouldn't you?

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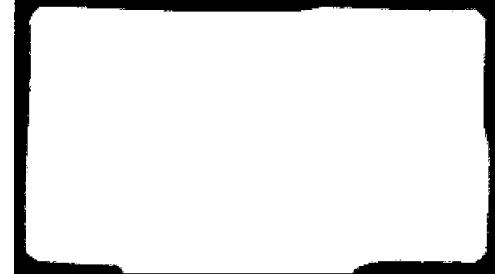
[...] state, you need to get all the right information together. This is easy; since you've applied for other relief programs as a rule before applying to this one, you should already have all pertinent papers on [...]

[2MP or Second Lien Modification Program](#) | [Mortgage Modification](#) added these pithy words on Feb 03 15 at 7:47 am

I have heard that some lenders will reduce the principal on the mortgage. My loan is with Chase and I have been trying to get a loan modification that offers a principal reduction for a long time. Chase has kept me in the review process forever!! If I hire an attorney will that increase my chances of getting a principal reduction from Chase?

 Barbara Johnson added these pithy words on Dec 15 14 at 11:58 pm

Absolutely!! Preferred Law & Attorney Loan Modifications have worked with Chase on numerous files.



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Chase is a very great lender to work with. We have direct contacts at there loan modification work out department. Chase will, in some cases, offer a principal reduction to our clients. This can depend on how much equity has been lost in the home or if the home is in a hard hit area like Illinois, Michigan, Ohio, Florida or California.

 Attorney Load Mod added these pithy words on Dec 16 14 at 12:08 am

If I am current on my mortgage can I get a principle reduction on my mortgage. I am not in foreclosure but have applied for a loan modification at Bank of America in Illinois. My Bank of America branch in Illinois has said that I don't qualify for a loan modification or a principal reduction.

 Sandra added these pithy words on Dec 16 14 at 3:51 am

Interested in help seeking a Principal Reduction on mortgage from Wells Fargo. Already paid for re-fi in 2009- not doing that again. Denied loan modification some time back - very disappointed. Denied request for re-calculation.

What do you charge?

Thank you.

JKVermillion

 Joy Vermillion added these pithy words on Jan 13 15 at 7:42 pm

Hi Joy;

Wells Fargo is always a very difficult bank to negotiate your mortgage with. Our team has spent years developing the contacts that we have at Wells. Right now rates are so low that being offered a 2% interest rate is almost a foregone conclusion. Wells Fargo, Chase, Bank of America etc.. are required to offer these new terms to you; but they don't want you to know that. I would strongly encourage you to speak with one of our advisors, at no charge, and they can let you know what type of mortgage payment relief you are entitled to. You can call 888-980-7566.

 Attorney Load Mod added these pithy words on Jan 14 15 at 8:06 am

I am presently in chapter 13 My bank claimed 84,000 secured, the court said debt is 54,000 to be paid in 60 payments after discharge will I own property

 chuck added these pithy words on Jan 15 15 at 7:12 am

Usually the 60 payments that you are making to the bankruptcy trustee only include the arrears (the total amount that you are behind on the mortgage). You are also required to make your regular mortgage payment as well. In your case you have gone through what is called lien stripping (just not forgiving the mortgage entirely). Because you have new court ordered balance on your mortgage it is possible that you have to make your mortgage payments through your payment plan with the trustee. The concern I have is that even if your new mortgage payment is at 0% interest you would be paying over 4,000 every month to repay 54,000 over 5 years. A Chapter 13 repayment plan will also have fees to the trustee and USUALLY fees to your attorney. So if your 60 month chapter 13 payment plan is not well over 4,000 then you really need to seek additional advice. One of our advisors can discuss your situation. Please call 888-980-7566.

 Attorney Load Mod added these pithy words on Jan 15 15 at 8:57 am

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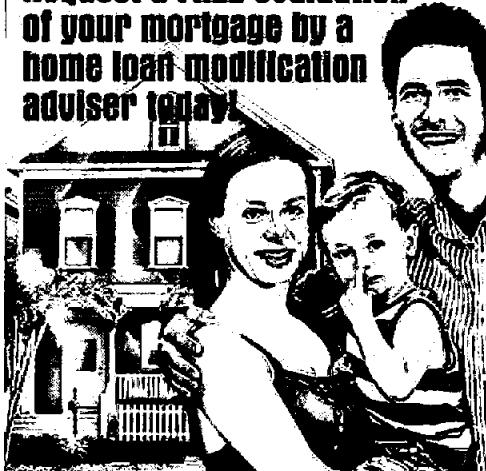
|                                         |                      |                                                            |
|-----------------------------------------|----------------------|------------------------------------------------------------|
| PROPERTY VALUE                          | YOUR LENDER          | BALANCE OWING                                              |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/>                                       |
| OWNER MONTHLY INCOME                    | YOUR STATE           | EMAIL                                                      |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/>                                       |
| FIRST NAME                              | LAST NAME            | PHONE                                                      |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/>                                       |
| UNDERSTAND YOUR RIGHTS AS A HOME OWNER. |                      | YOUR INFO IS SAFE, READ OUR <a href="#">PRIVACY POLICY</a> |

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## Alternatives to Home Affordable Modification Program

While the standard HAMP program might suffice for some people working 40 hours a week, it won't work for those who don't work a job but still need help. In the case of veterans who are disabled or otherwise can't work, or other government workers due benefits for their labors in the past, special HAMP programs exist.

This is a great solution for those that need help because they are facing foreclosure of their home or need help refinancing.

These variations on the standard HAMP setup typically include lighter requirements and simpler paperwork as well as a higher success rate in applications overall. These are the easier ways to get HAMP funding if you find yourself facing foreclosure.

### VA-HAMP

The Veterans' Affairs department will be all too happy to help ailing veterans keep a handle on their homes and their lives with specially designed VA-HAMP services. These are not widely available and members of the general public shouldn't even ask; this kind of assistance is available only to those who put their lives on the line in active military service.

Unfortunately, like other veterans' benefits, the wait lines are long, maybe so long you'll be homeless and suffering from foreclosure by the time your country comes to your aid.

### FHA-HAMP



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The **Federal Housing Administration** also backs a handful of HAMP loans and if your mortgage has been bought up, guaranteed or otherwise aided by this agency, you're getting help from one of the biggest networks in the country.

There are literally hundreds of thousands of homeowners depending on these FHA-HAMP funds to keep them going and as long as the money is there, these people will be okay for another month still.

This is no permanent cure to mortgage issues and while it will help for a time, homeowners should be looking for ways to increase income or reduce costs for the immediate future.

### FHA Short Refinance

This is not exactly a HAMP program but it is a viable alternative when you've already qualified for that and still need further assistance. In the event your home has become worth less than its original mortgage amount, you may qualify for this short refinance which effectively eliminates the difference and shrinks your mortgage down to a more manageable and fair amount.

If you really think about it, this is very much like the bailouts which let large companies continue to do business despite being bankrupt at the end of the year. As long as it keeps you in your home, why sweat the details?

### Home Affordable Unemployment Program (UP)

HAMP is helpful but useless to people who are currently without employment. Do not despair; thanks to programs like UP, you can still get help keeping your home even if you don't have any money coming in. Qualifying for UP is simple and as long as you qualify for unemployment benefits in your state, you can pretty much sign up with UP without a thought.

This is a great alternative to HAMP when you need some kind of immediate help but none is forthcoming from elsewhere. A **home loan modification attorney** can tell you more about this, including the restrictions and special circumstances which exist for homeowners whose homes were guaranteed by either Fannie Mae or Freddie Mac, two big, bad banks.

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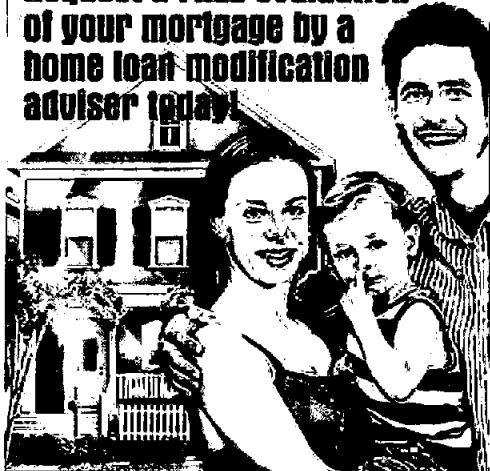
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How to Qualify for a Home Loan Modification

If you're one of millions of homeowners who find they can't pay their mortgage, there are some steps to take in the home loan modification process. You will need to convince your lending agency that you can afford the new payment schedule so there will need to be some proof of income as well as other expenses. All of these documents are listed in further detail here.

What You Need to Get Started on a Home Loan Modification

Your monthly mortgage statement, as well as information on other liens or mortgages on the property in question.

For anyone putting down money on the mortgage, pay stubs or other proof of income for the last three months should suffice.

In addition to the last months of income, the past couple years of tax returns should also be provided.

Bank statements for the previous two months.

Utility bill showing the homeowner's name and the physical address of the building in question.

If you're receiving unemployment benefits, bring proof of that income, which may not be taxed.

Any savings, checking or credit accounts and balances must also be disclosed.

Including a hardship letter which further describes the circumstances which have created your inability to pay may also prove helpful, though this is arguable.

Steps to Qualifying for a Modification of a Home Loan

So you've got all the information you need to make your case and provide proof you cannot possibly make the same mortgage payments you've been making.

That doesn't mean your lender is going to entertain a home loan modification for your property; they don't just hand out this kind of help to anyone at all. With the hard evidence in hand, take these steps to maximize your chances of success.

Realize the gravity of the situation first and foremost. If you fail in this, you will most likely lose the place where you live. You've got to fight hard and even fight dirty if you don't want this to happen.

Would you rather have a cool television package or a place to live and sleep at night? If you find you can't pay your mortgage, it's time to find other places where you spend money, places you don't need to spend that money. Cutting back on luxuries hurts, but you have no choice.

Once you've got a realistic idea of how much money you have to work with every month, it's time to take a look at your original loan. If you got bad terms or fell into the grips of a predatory loan, you may be able to get out from under it with a trip to a courthouse.

You must still be able to pay your lender enough money every month to make foreclosing on your home a less favorable choice.

Get Legal Representation Fast

There are many hurdles to leap over and hoops to jump through on your way to a [successful home loan modification](#). The best chance you have of making it to the finish line is getting some good help on your side.

A home loan modification lawyer has the knowledge and experience necessary to help you get the most from your mortgage, even when your financial situation has gone bust.

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Unfortunately my attorney is not aggressive and assertive with loan modification.
Our house is not under water case, but my husband and myself who are both physician are old and have limitation to work. he has Cancer, but to be able to keep the house, he still work almost part time.
For past year , due to my own illness (severe Anemia and fibromyalgia) I could not work but by seeing few patients, I made payment (interest only) My Social security goes directly to the bank (bank of America) and I have to work to add to the SSA for paying interest only.
The amount of the HELOC is about \$800,000.00 and the first mortgage is about \$100,000.00.
I informed by several people that Bank of America negotiated for loan modification with the owner of the houses which were not underwater and they were young and had high income.
The loan was used for a health care project and change of economy ruined the plan.
I hope I can get some advise from you.

 Manijeh Nikakhtar added these pithy words on Jan 14 15 at 11:21 pm



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The one major issue that I see with your situation is that you only owe 100,000 on your first mortgage and you owe 800,000 on your second mortgage. I would assume that your house is worth around 900,000; perhaps less if you think the mortgage is as underwater as you think it is. If your first mortgage with Bank of America should foreclose then they only need to recoup their 100,000 to clear the debt; so it's your second mortgage company that would get wiped out. Your Bank of America mortgage will be less likely to modify since they have a great chance at recovering everything that is owed on the loan for \$100,000. It sounds to me that you really need to modify the second mortgage loan. In many cases we have settled second mortgages for pennies on the dollar or reduced the usual mortgage payment substantially. Please call an advisor at 888-980-7566 for a free consultation to discuss your options and to determine what type of payment relief you qualify for.

 **Attorney Load Mod** added these pithy words on Jan 15 15 at 8:50 am

I highly appreciate your response, but I apologize for not clarify enough the information that I provided. The first mortgage is not with bank of America.

The HELOC or second is with bank of America

My self and my husband are senior citizen. Unfortunately the person in Bank of America manipulated to give a big money for HELOC.

I was opening a drug rehab. My friend took me to hard money lender (All California Funding) They did multiple fraud on usury law. I paid them with the intention that my attorney can file a law suit against ACF , so I can pay back the HELOC. Attorney dropped the case since he had no knowledge about usury law while I did research and noticed multiple fraud with hard money lender. After my attorney dismissed the case, I reported ACF to the Department of Real Estate. ACF filed bankruptcy and they lost their license. Later under different admin. they again started to work as lender.

Unfortunately my attorney did not have knowledge about hard money lending and usury law Presently I am working with a reputable law firm, but I am not satisfy with their job and plan to work with another law firm who are expert in HELOC.

I am 75, my husband is 82

The HELOC was 2007 which should consider us elderly. The person in the bank made so much commission while she was on salary (recently the bank do not give them commission) The house Value is about 3 million, the balloon payment is due June 2017.

My social Security income goes directly to Bank of America and I have to add extra to pay the monthly payment (interest only)

I heard from people that Bank of America did some loan modification on some properties which were not under water and their owner were younger and wealthy.

I appreciate your feedback, so I can change the law firm who can help.

Respectfully,

Manijeh Nikakhtar,MD

 **Manijeh Nikakhtar** added these pithy words on Jan 15 15 at 6:20 pm

Ok. You definitely have a ton of equity in the home and to lose that to foreclosure would be awful. You are correct a hard money lender in first lien position is not good. They have absolutely no interest in working with you and they will not hesitate to foreclose. We can modify your second loan with Bank of America and work with you to get a better rate with a different lender to extinguish the hard money lender. In some cases we will fund transactions like this in-house. I would strongly encourage you to speak with one of our advisors because your situation will get much worse very quickly. You can call 888-980-7566.

 **Attorney Load Mod** added these pithy words on Jan 16 15 at 10:12 am

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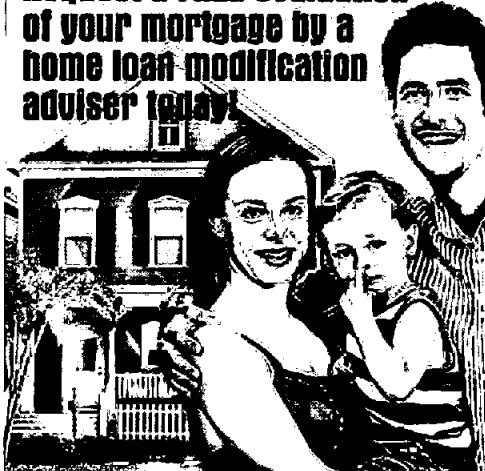
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|---|----------------------|--|
| PROPERTY VALUE | YOUR LENDER | BALANCE OWING |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| OWNER MONTHLY INCOME | YOUR STATE | EMAIL |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| FIRST NAME | LAST NAME | PHONE |
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## How to Modify a Home Loan

### What is a Home Loan Modification?

For the vast majority of homeowners, the truth is a home isn't really owned, exactly. There is a mortgage, funded by a bank, which must be paid for every month for the life of the loan.

Some of these mortgages are as long as 10, 20 or even 30 years and can take a literal lifetime to repay. A [home loan modification](#) is basically a change to the rates or other terms for a home mortgage such as this.

Any changes will need to be agreed upon by both the lender and the homeowner or other person responsible for borrowing the money. This ensures that neither party can just make addendums or additions to the contract without the other knowing ahead of time.

Not everyone is going to meet the requirements to qualify for a [home loan modification](#) but for homeowners who feel they've been duped with ridiculous rates or know they're stuck in a bad deal, there are ways to beat the system.

### Who Would Want a Home Loan Modification?

Just about anyone will find at one point or another, interest rates, payment schedules or other aspects of their home loans could use some adjustments. Maybe someone lost a job and can't continue to pay at the same rate as before, or there's a new source of income and the loan could potentially be repaid faster.

These methods offers a way to save one's credit from being destroyed by missed mortgage payments or a bank foreclosure, but only if the lending agency is

interested in working with the homeowner.

Some banks are surely out to get people and would sooner snatch up a distressed property than allow someone to make reduced payments. Institutions such as these are often responsible for issuing predatory loans as well, charging obscenely high rates for small amounts of money to be repaid over extended periods of time. While the government is cracking down on agencies like these, families still find themselves stuck in bad deals on a regular schedule.

If credit rating is the major consideration, consider things just a bit longer. As long as the mortgage on a property is up to date, it is only having a positive impact on the owner's credit scores.

If the payments should fall behind, doing something to make them up, even at reduced rates, will save a credit score. A full foreclosure with the building being seized by the bank which funded the loan will irreparably harm a person's credit. Allowing a home loan to become this overdue is ill advised.

Modifications made to a home loan will not matter if the new information isn't reported to proper agencies. People who believe they're making right by paying a smaller amount may actually be getting ripped off, another practice of shady banks and lending agencies.

There are a horde of concerns and horror stories which go along with clueless homeowners who got railroaded in their greatest time of need.

The only consistently good way to deal with a bad home loan situation is by consulting a lawyer to handle the home loan modification application.

Getting good legal representation is the best method for ensuring one's interests are protected in often tense negotiations. This is not something to do alone.

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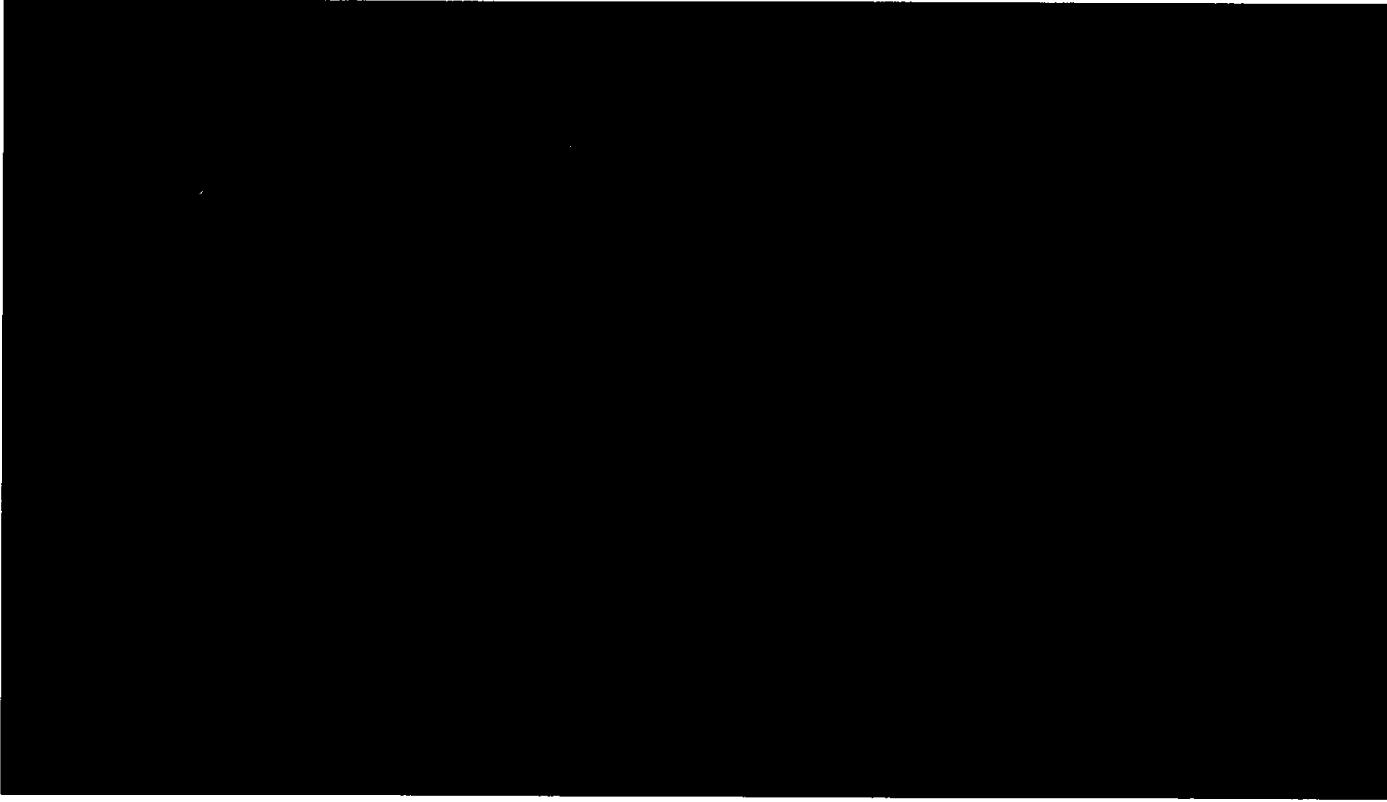
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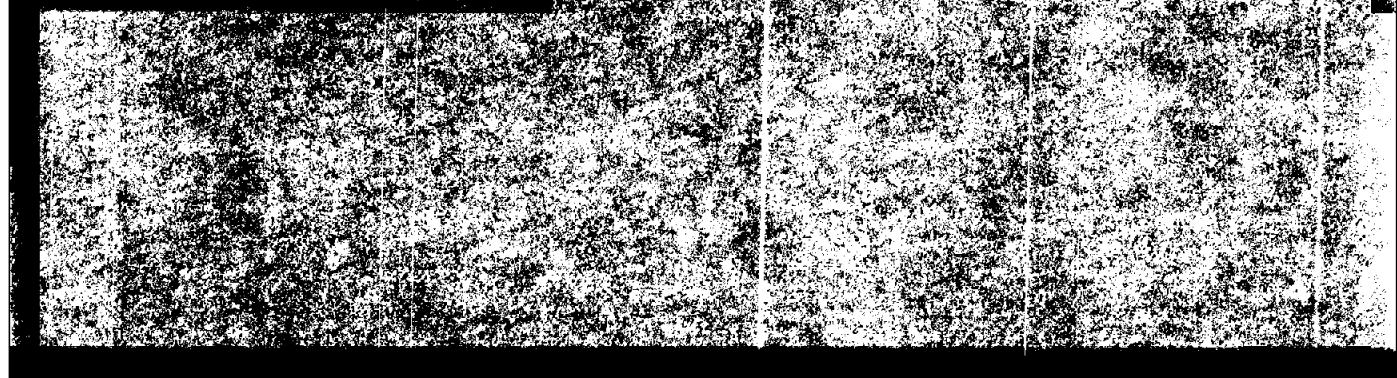
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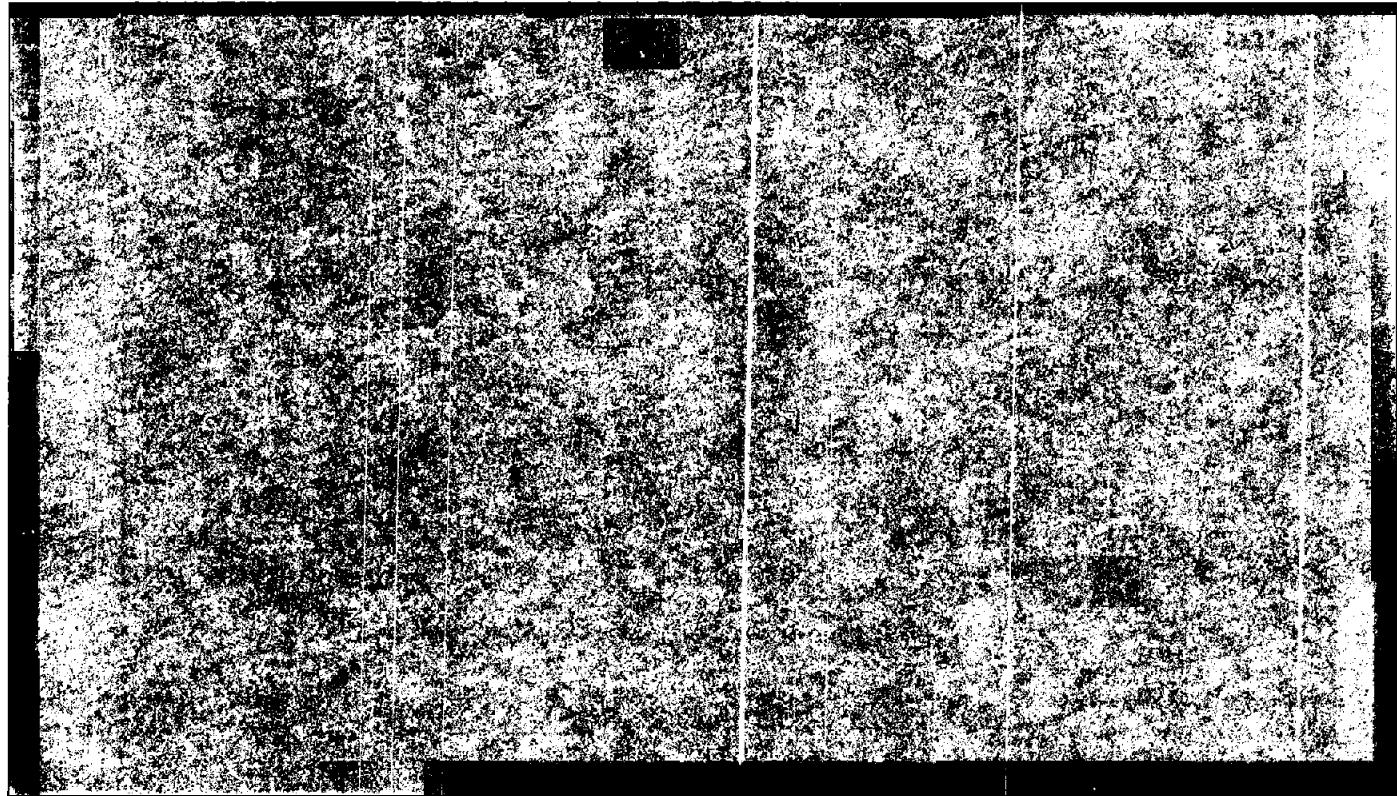


Credit Card Debt: What is a Hardship Arrangement





## Student Loans : How to Get My Student Loan Discharged or Forgiven



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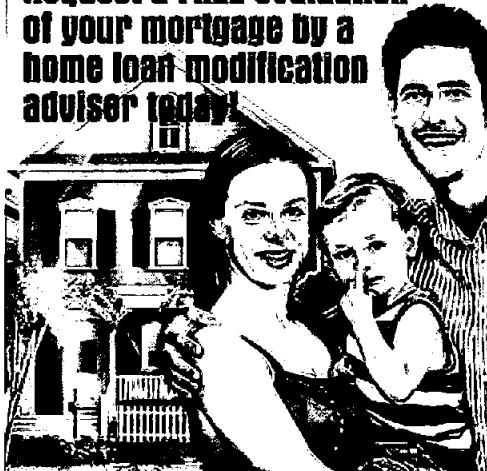
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## Loan Modification Hardship Letter

One of the many requirements for a home loan modification is the Hardship Letter.

This is a letter that outlines the reasons as to why the home owner is applying for the loan modification program. The objective of the letter is to describe to the lender why the home owner's particular hardship has created a situation that makes it impossible for them to continue with the original mortgage agreement, and that if the hardship isn't addressed and the loan agreement not modified, the end result will be foreclosure.

The letter should be written as clearly as possible without being too wordy. When the lender reads the document, they need to be able to clearly draw a line between the demands of the current loan agreement, and the hardship, and not be forced to read pages and pages of information to draw that connection. The length of the hardship letter should be nicely and clearly formatted, and be no longer than a single page of written text, typed or otherwise.

The tone of the letter should be professional, honest, and without extraneous language or emotion. The facts of the letter will need to stand on their own, the bank will only decide on a modification if they know the home owner can afford it, bottom line.

They are not in the business of supplying homes at a loss merely because they feel bad for the applicant.

While it may be clear and obvious that most hardships require almost no explanation and are self evident, this isn't always the case. For example, losing a job is a rather clear impact on a home owner's ability to pay money since it is the

job that provides the income. Lenders also know that losing an income source makes it difficult to pay for an expense, however a job loss is not in itself a permanent problem.

If the home owner has exhausted all avenues available to rectify the situation, the hardship then goes beyond that of losing the job to one of lack of opportunities available to replace that lost source, and that this situation doesn't have a solution that is apparent in the near to distant future.

Other hardships such as a death in the family may seem obvious as to the effect it can have on people, however the effect on the home owner of their loss may need to be communicated in a little more detail. Perhaps to combat the anguish the applicant has sought medical assistance, effectively reducing output dramatically resulting in the inability to work and function effectively.

Joining the military, moving and getting a divorce are all valid reasons for having difficulty in continuing with the payments as outlined in the original mortgage agreement. Seeking help to get through a hardship is nothing to be ashamed of and a vital part of the home owner's continued efforts to maintain their agreements, prevent the uprooting of their families, can go towards not removing kids from their schools and jeopardizing their emotional well being and a host of other benefits.

If you are having difficulty with the loan modification process, we are here to help. Please tell us how a hardship is effecting your life by filling out the form.

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[...] a hardship letter which further describes the circumstances which have created your inability to pay may also prove [...]

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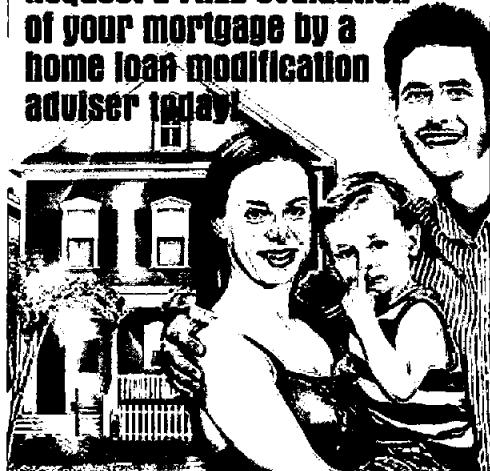
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| PROPERTY VALUE                          | YOUR LENDER          | BALANCE OWING                              |
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| OWNER MONTHLY INCOME                    | YOUR STATE           | EMAIL                                      |
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| FIRST NAME                              | LAST NAME            | PHONE                                      |
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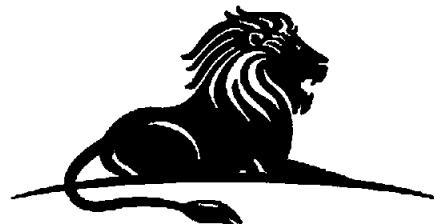
## How Can HAMP Help You Keep Your House?

If you're working a full time job but you still can't make ends meet and foreclosure is looming in the immediate future, you don't need to despair quite yet. While things might look bad, you might just qualify for one or more federally sponsored programs to help with your mortgage debt. The Home Affordable Modification Program, or HAMP, is just one of these programs which help people to stay in their homes and avoid foreclosure, as well as the damning effects that process invariably incurs on a homeowner's credit rating. Home loan modification programs for unemployed individuals do exist, but HAMP is exclusively for people who are working and still cannot make their monthly mortgage payments. It is important to note that while you may qualify wide and far for HAMP assistance, not every lender is signed up with the program and your own lender may not comply with your requests.

Contacting a home loan modification lawyer is the quickest way to cut through all the red tape and the surest way to know your interests are being protected.

You must currently be living in your home and the mortgage needs to be old, from before January 1 of 2009. After that, you're not going to qualify for HAMP assistance unless you meet some other, very specific restrictions.

The money you pay every month for your mortgage must also total a third of your gross annual earnings. That's right; for this qualification the government will count your pre-tax earnings, not the money you actually have once you've paid your dues and obligations. It's a bit underhanded but getting any kind of help at all is preferable to going it alone, especially when a loss means being homeless.



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## How to Qualify for HAMP Assistance

Now that you know how it can help you, qualifying for the assistance available through HAMP and other programs becomes the next step. It's a difficult one too, full of proof, papers and other stuff you must collect and keep ready at all times. You must have missed some payments or be able to prove you're about to miss payments on your mortgage, which means coming up with detailed financials for the last several months.

You need pay stubs, proof of expenditures including utilities, mortgage bills, car payments and more. There is a horde of information you'll need to collect before considering a claim.

With the help of a home loan modification lawyer, you should have all the documentation you need to make a HAMP claim in no time flat. Once you know how to qualify and you have the right stuff, you must actually file an application for HAMP assistance.

You will need a specific tax form, the 4506-T or EZ version if applicable. Send that to your government agency while sending the HAMP request directly to your lender.

You will need to provide proof of income as well. That means all income and you can believe if you're looking for tens or hundreds of thousands of dollars in government aid that someone is going to be investigating how much money you make.

Don't try to lie or mislead on this step; provide all the proof you can reasonable come up with and show exactly how much money you make.

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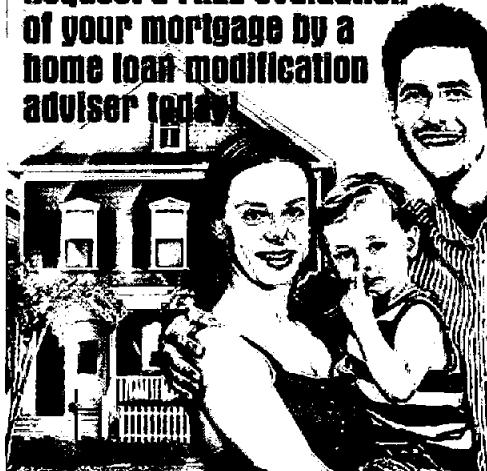
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## Time Running Out to Sign up for HAMP

There is only about another year for needy families to sign up for HAMP and associated home loan debt reduction programs. Eligibility will end as of December 31st, 2013, unless some events transpire between now and then to extend that date.

Details concerning the qualification and application process were released about a year ago to the day. As soon as May of 2012, people were signing up for the HAMP program. It is a great boon the project has been extended for another year because many more need it.

If you weren't fortunate enough to apply while HAMP was still in its early stages, that doesn't mean you can't still qualify for benefits which could potentially save you from failing to pay your mortgage.

Unfortunately, you're going to be facing some of the most serious scrutiny in your life while trying to net those funds and other assistance. HAMP requirements include a HAMP trial period and a schedule of fixed mortgage payments which must be made on time, in good faith, for the program to continue.

Even if you do manage to get into the roster for people being helped by the Home Affordable Modification Program, that doesn't mean you're going to get any of the money you need.

A real need must be demonstrated with factual evidence, hard proof you can use to show you can't pay for your mortgage as is. You must also meet a specific ratio where more than 31% of your monthly income goes to debt and bills; this is sadly very easy for some people but will help them to qualify for this program.

### **Home Loan Modification Lawyers Will Help**

In your quest to secure some government funds and keep your house and home solvent, you will need some guidance from an experienced hand which is willing to act when the time comes and wait patiently until that moment.

In your zeal to defend your home, you will most certainly act irrationally at times. A home loan modification lawyer will give you the right kind of direction and advice you need to make the most out of a bad situation.

If it means qualifying for HAMP or other programs, you can't go wrong getting a lawyer.

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### **Comments (4)**

[...] Make Home Affordable programs can save people from losing their houses but there are lots of forms, filing and other work to do, some of which is very complicated. [...]

[Home Loan Lawyers | Attorney Loan Modifications](#) added these pithy words on Feb 03 15 at 7:32 am.

[...] their homes back in the black and reduce the risk of impending foreclosure. There are the HARP and HAMP programs which both reduce rates and other assistance which can cut down the total interest owed or even [...]



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**Hardest Hit Fund Program | Attorney Loan Modifications** added these pithy words on **Feb 03 15 at 7:35 am**

Hi, I was wondering if you knew when the loan modification programs will end? I am in foreclosure with my mortgage from Chase bank and I was told that the HAMP program will end at the end of 2014. A friend of mine who got a loan modification earlier this year told me that the loan modification programs will continue for another year.

Thank you

 **Joan Whitaker** added these pithy words on **Dec 11 14 at 11:02 pm**

Well I have great news for you. The Making Home Affordable or HAMP program has been extended through the end of 2016. However, you should not wait on applying for these loan modification programs. When a homeowner is at risk of foreclosure their bank may try and qualify them for an in-house loan modification. Having said that the approval process can take well over a year and then the homeowner will have to make at least 3 months of trial payments.

 **Attorney Load Mod** added these pithy words on **Jan 06 15 at 5:21 pm**

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loan modifications, debt negotiation, and similar services. All loan modification, debt negotiation, and similar services, if any, will be submitted to Consumer Defense or other qualified non-profit corporation or local attorney.

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We can help you keep your home!

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PROPERTY VALUE YOUR LENDER BALANCE OWING OWNER MONTHLY INCOME YOUR STATE EMAIL FIRST NAME LAST NAME PHONE 

UNDERSTAND YOUR RIGHTS AS A HOME OWNER.

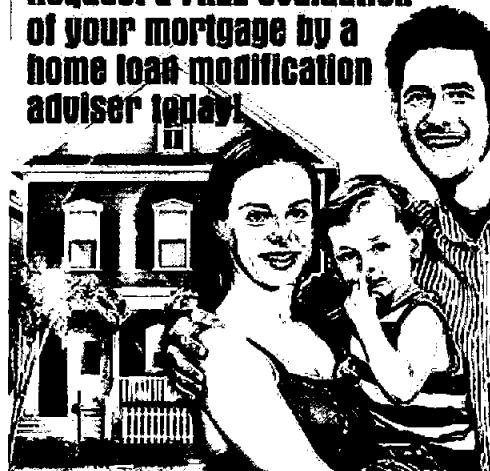
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### Success Stories

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## A home loan lawyer can make all the difference

It doesn't matter who the home owner is or what the details are of their particular situation, every home owner who has come to the realization that their ability to maintain their original mortgage agreement has been compromised by a major life change should seek help to protect themselves and save their home by applying for a home loan modification program. That application needs to be in the works right now, period. Every day that goes by is another day that could be used to save your home, which is why both time and opportunity are essential components to succeeding in having the home loan modified.

### Why legal help from a qualified lawyer is the best path to take

The Home Affordable Modification Program and other Make Home Affordable programs can be an involved, detail-oriented and often complicated application process. Most home owners should avail themselves of the help and assistance that a home loan modification lawyer can provide. Not only are modification lawyers both qualified and experienced at working on home loan modifications, but these lawyers are on top of the issues that surround the programs and eligibility requirements.

There are a number of resources that claim that it is possible to submit an application and receive the desired result, but this is highly discouraged. In as much as buying the home in the first place was, quite likely, the largest financial obligation the home owner made in their lifetime, it stands to reason that if paying for it has become too big of a burden, that modifying the original agreement is the next largest financial obligation that same home owner will ever make, and it takes a professional with years of experience to do it correctly.

Recently, the Federal Trade Commission established some regulations to protect home owners who are suffering a financial hardship and have to modify their home loans in an effort to reduce their monthly payments or their balance owing on the home, or both.

The ruling states that any company offering home loan modification services is not allowed to receive a fee for those services until the home owner accepts a home loan modification from their lender.

The benefit that the home owner has in this environment of financial services relief is that the fees for the modification services can be included in the renegotiated plan, and as such, doesn't have to come out of the home owner's pocket. Given that every home owner that (successfully) applies for a home loan modification is short on funds, this effectively reduces the barrier to entry and creates a platform of responsibility for the company offering the service.

The program started by the FTC is called the Mortgage Assistance Relief Services rule and creates a ban on fees in advance of the negotiated agreement, and outlines that all companies offering this service operate in complete transparency and disclose all pertinent information.

If a company is not affiliated with the government or government programs, then that company must also state this, and also warn home owners that an application for financial relief through the government programs may not be successful and that any advice with regards to withholding mortgage payments could result in the loss of their home and subsequent damage to their credit score. Fees must also be disclosed when communicating with the home owner, that the fee doesn't have to be paid if the negotiated offer is denied or rejected, and that the home owner can choose to stop utilizing the company's services at any time.

The Mortgage Assistance Relief Service also prevents any company from making claims regarding the success of applications (in the context of a promise or likelihood), requires those companies to provide refund and cancellation terms, whether or not they have ever performed the services promised, whether legal representation will be made available for the application proceedings, alternative programs, and the savings potential of the company's services.

It is strongly advised to keep these questions in mind when pursuing financial relief services, regardless of the nature of the service provider. As home loan modification lawyers, we are in the fortunate position and proud to also be required to uphold the code of ethics that govern our industry. We find that this extra layer of protection goes a long way to providing home owners a degree of comfort and peace of mind.

Not only are we skilled at this service, but our experiences allow us to bear in mind a wide array of issues facing a home owner's diverse range of problems, and so we can ensure that the application is submitted successfully.

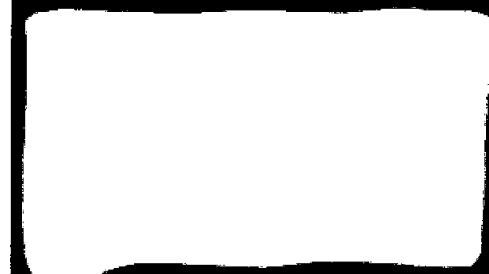
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## » Loan Modification Hardship Letter

## Comments (2)

I am legal atty for my sister Sharon Douglas. She has debilitating Arthritis. Has been on Chemo Drugs for over 40 years. Now she is unable handle her own business and her income has been cut. Pension , small inheritance and SS disability. She was a nurse until she became too sick. Now things have turned for the worse. I have tried a RE-fi. No luck, I have been working with NACA for over 2 months for a loan modification. Things keep going round and round. I have been liked to by a NACA Agent and was told he quit in the middle. Now I have another agent who cannot tell me if I will be able to obtain a mod. for my sister. I have seen this before as my husband used to work in Credit repair. I am a retired Accounting Assistant with 2 year college and 30 years in business. Never before have I seen such business practices in these times we live in today. My sister cannot communicate as her last surgery was two weeks ago where they fused her neck bones to stop the scull from being so painful. If we could modify her loan then make settlements on debts. Maybe she can afford her meds?? She cannot file bankruptcy due to the fact she will loose her inheritance money. Please contact me if you can help. This is not a get rich case, but another American tragedy in this messed up economy. I have vowed to help my sister in any way I can. Her file so far is 4 inches thick. Please contact me and thank you for your time. Michelle DeMello

 Michelle DeMello added these pithy words on May 05 15 at 1:41 pm

Thank you for asking your questions. Your sister's home is a serious matter. The first thing that I can tell you is that a re-finance is not an option. Obviously NACA is a free resource but in my opinion you do get what you pay for. We charge a fee — but I believe our services are well worth it. You can go to the <http://www.preferredlawteam.com> home page and visit our success stories link and see just a handful of the folks that we have helped. We have even had first mortgages forgiven. In your particular situation you need to be very careful of something called dual tracking. I would recommend that you speak with one of our loan modification advisors at 888-980-7566.

 Attorney Load Mod added these pithy words on May 12 15 at 10:11 am

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YOUR LENDER \_\_\_\_\_

BALANCE OWING \_\_\_\_\_

OWNER MONTHLY INCOME \_\_\_\_\_

YOUR STATE \_\_\_\_\_

EMAIL \_\_\_\_\_

FIRST NAME \_\_\_\_\_

LAST NAME \_\_\_\_\_

PHONE \_\_\_\_\_

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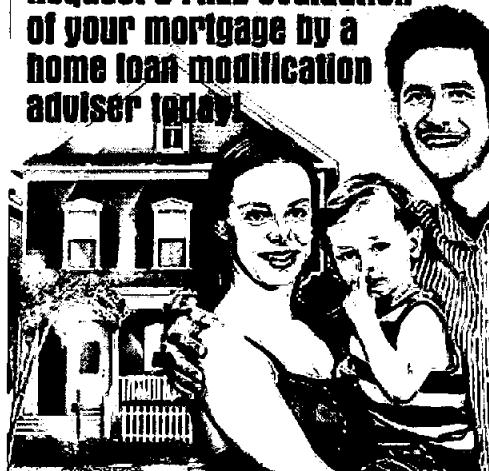
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About Consumer Defense

Located in the heart of the Rockies in Sandy, Utah, Consumer Defense is a Utah professional limited liability company that provides a broad range of legal services to clients across the United States. Consumer Defense's professional advisory team is well-seasoned and has in-depth knowledge in many areas of federal and state law, including;

- Civil Litigation
- Real Estate
- Taxation
- Business and Corporate Law
- Criminal Law
- Non-Profits
- Contracts
- Estate Planning

Our law office's paramount philosophy is to provide effective, responsive, honest and affordable legal services to our clients. Many law firms financially drain their clients through a directed campaign of nickel-and-dimeing. In contrast, Consumer Defense will always strive to provide an accurate upfront estimate of the cost of its services and will not nickel-and-dime its clients for every reasonable inquiry and update. Consumer Defense strives to make certain that its clients are not surprised with their legal bill.

Consumer Defense combines the personal service and economy of a small firm with the quality, reliance, knowledge and expertise expected of a larger firm. With a track record of many satisfied clients, we are confident that you will also be pleased with our services. If you are unsatisfied with our services at any time, you may fire us and we will take all steps necessary to hand your matter over to another firm of your



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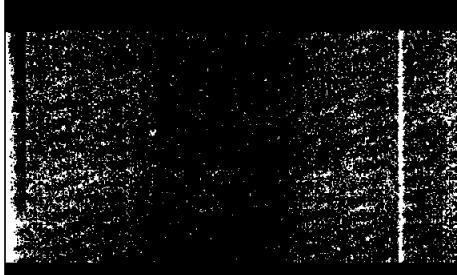
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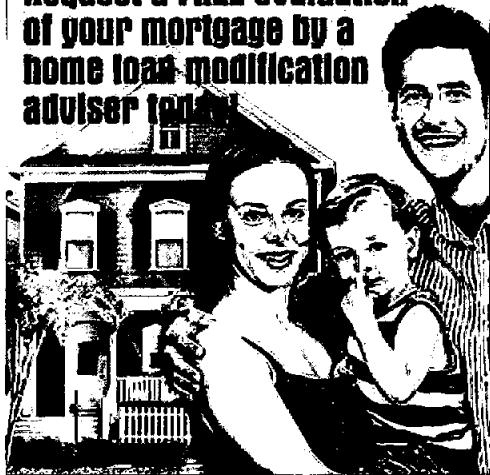
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| PROPERTY VALUE | YOUR LENDER | BALANCE OWING |
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| OWNER MONTHLY INCOME | YOUR STATE | EMAIL |
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| FIRST NAME | LAST NAME | PHONE |
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Why Does the Loan Need to be Modified?

There are many different reasons which could be behind an inability to pay a mortgage. In the event it's because the primary earner has lost their job, proof of this fact must be provided. As well, proof somebody else is ready to start making the new payments must also be offered.

If it doesn't look like the mortgage can be paid even with a new, lower monthly rate, then most lenders will go ahead with the foreclosure process.

Fortunately, homeowners don't need to wait for their lives to be upended before they do something to correct the direction things are going. It is possible to apply for a home loan modification well before things get out of order.

If it seems obvious that a lost job, high medical bills without insurance or other costly problem is going to make paying the mortgage impossible, say something about it ahead of time. Don't allow the problem to fester and become worse when there are ways to work around it.

With these ideas and information, making a better decision about how to handle a [home loan modification](#) is now possible. Rather than going at it alone, most homeowners should still consider hiring a home loan modification lawyer to handle the technical issues.

Getting a little bit of information wrong or saying something a certain way could be damaging to the [loan modification](#) case so getting professional help really is the best way to go.

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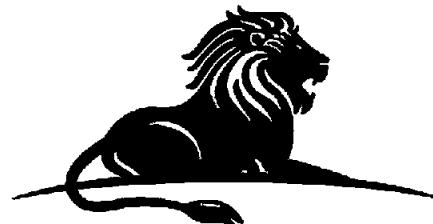
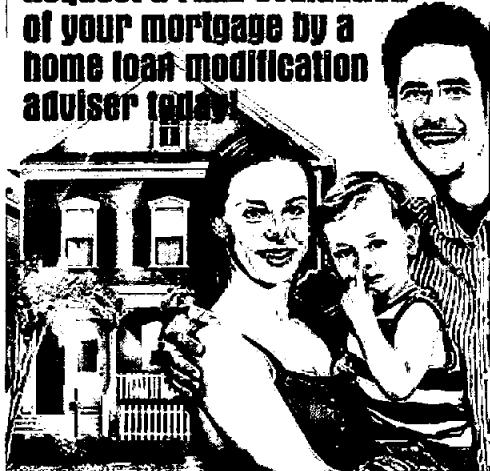
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In addition to removing the debt from your credit, this may allow you up to \$3,000 in relocation costs to move to a new place. There are some strict qualifications which must be met to seek relief under this program but if you're suffering from one hardship or another, the odds are good you may qualify already.

If you live in your home, you can prove your hardship, you aren't a felon and your mortgage is for less than \$730,000 (most are) then you can get some help from HAFA.

Before you liquidate your home in such a manner, you must make sure there are no other liens against it. Nobody wants to buy a house from someone who doesn't actually own it and nobody will buy your house if it has a second mortgage.

There is a specific clause which will allow you to get out of your mortgage if the loan payments add up to more than 31% of the home's value but few people will qualify based on this.

What is a Short Sale?

Understanding the short sale more thoroughly will reduce some confusion for most readers. If you and your lender both agree that selling your home despite its decrease in value is a viable alternative to foreclosure, then you can get out of a jam quickly.

There are a lot of other programs including the **HAMP** which must be completed, exhausting literally every other possibility before HAFA will come in to buy your house back from you.

Obviously, this isn't recommended if it can be avoided. A **home loan modification lawyer** could give you the best possible advice given your specific situation and unique circumstances. No one program will fit everyone but everyone should apply for all the programs they can find if it means saving their house.

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Comments (3)

I own some real estate (Florida Vacation Villas, One Week) which I have donated to Mother Waddles Charity. I sent a quit claim deed to Westgate Resorts, the manager of the property, and to the Osceola County Registrar of deeds. Westgate Resorts, the management company, refuses to recognize the transfer and continues to send me tax bills and maintenance fees. How do I get rid of this real estate?

 Larry Tessari added these pithy words on Jan 13 15 at 6:37 am.

A quit claim deed conveys property from one entity, in this case yourself, to another. A quit claim can not be recognized unless the party to whom the property is being conveyed agrees to the transfer. Timeshares can have exorbitant monthly fees which is how they make their money. The timeshare company can foreclose on you just like a bank can and they can also sue you for any unpaid fees and assessments. To avoid foreclosure consult a local attorney to represent you or to facilitate an orderly transfer of the property so that you don't get sued and referred to a collection company. Any of these foreclosure or collection routes can be disastrous to your credit rating.



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 **Attorney Load Mod** added these pithy words on Jan 13 15 at 12:29 pm

I am wondering if there is anything I can do to save my home. There has been a lot going on over the last 6 years that have caused me to get behind on my mortgage payments. 2 reasons being laid off of jobs. First time I was laid off for 9 months back in 2010 then 2nd time was last Oct. I tried to send in a payment in Oct and it was returned. Another reason is because when we first bought our home our payment was I believe \$681 which was very doable. However, it kept increasing to \$898.00. This was a big blow for us as we struggle from pay check to pay check. After they returned my last payment I contacted them by email to see what my options were. They told me that I could submit paperwork for a possible re-modification on my loan. On Nov 6th I sent in my paperwork as requested. I kept emailing them to see where they were on my loan. Eventually, I received an email that stated that my paperwork was accepted and being processed. Then at the same time I received another email that stated there was something missing that was required for the re-modification. So I emailed my loan counselor and never got a response back. I continued to email him and when I didn't get a response I started emailing others with the mortgage company. At the time I did not have a working phone plus I didn't know where this might go so I wanted a paper trail as well. As I continued to try to get responses, I received a letter from an attorney stating that I had missed a hearing (which I didn't know anything about) therefore, accelerating the foreclosure. Again, continuing to send emails to get a response. I sent emails from my personal email address as well as getting on their website and sending correspondence thru their company email. I finally got a response back a week ago stating that they apologize for the frustration and that they would contact my loan counselor and have him contact me within 3 days. Well, I never heard from him so I tried again and sent another email to the loan counselor's supervisor from the information that was provided to me by the response I had received from my most recent email from them. I also let them know in my most recent correspondence that I was finally able to find a job and in every correspondence I let them know that we wanted to keep our home and that we have no place to go. I received a letter yesterday stating that our house is going up for auction June 9th with the Sheriff's office. I am terrified to say the least. So I am reaching out to see if there is anything that anyone can do to help our family keep from losing our home. I have no idea what my rights are if any. I could sure use some help from professionals. Thank you.

 **Pam** added these pithy words on May 15 15 at 7:31 am

Add a Comment

Name (required)

Mail (will not be published) (required)

Website

XHTML: You can use these tags: <abbr title=""> <acronym title=""> <blockquote cite=""> <cite> <code> <del datetime=""> <i> <q cite=""> <s> <strike>



U49A 

CAPTCHA Code*

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Attorney Loan Modifications

Fill the form below to handle your home loan modification application. It might be your only chance to get what you deserve!

We can help you keep your home!

ABOUT YOUR HOME LOAN

PROPERTY VALUE

YOUR LENDER

BALANCE OWING

OWNER MONTHLY INCOME

YOUR STATE

EMAIL

FIRST NAME

LAST NAME

PHONE

UNDERSTAND YOUR RIGHTS AS A HOME OWNER.

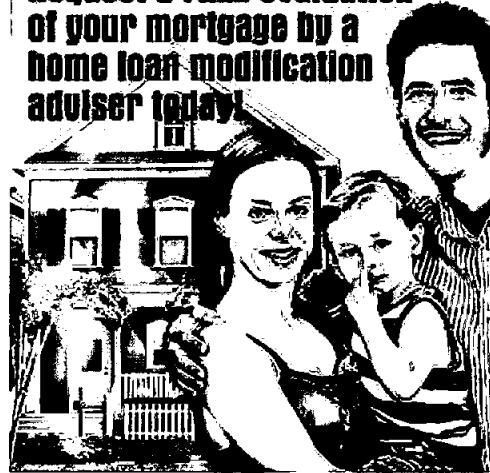
YOUR INFO IS SAFE, READ OUR [PRIVACY POLICY](#)

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Request a **FREE** evaluation
of your mortgage by a
home loan modification
adviser today!



Loan Documents

Click Below to Download

Nationstar and BofA

MHA RMA

Citi

Chase

4506T

3rd Party Authorization

WE



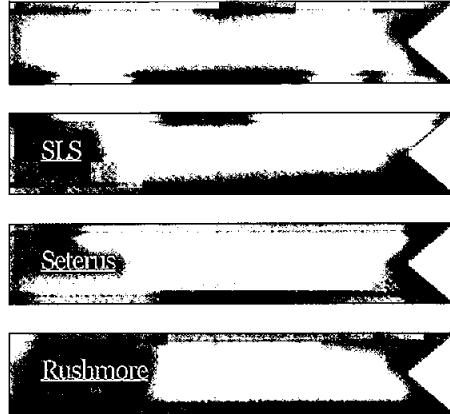
Consumer Defense

Loan Documents

Why Choose Our Team?

Success Stories

RAISE YOUR EXPECTATIONS, HAVE A LAWYER HANDLE YOUR APPLICATION.



HOME LOAN MODIFICATION RESOURCES

- [Home Loan Lawyers Can Save Homes](#)
- [Hardest Hit Fund Program Offers Local Help](#)
- [Writing a Loan Modification Hardship Letter](#)
- [What is 2MP or Second Lien Modification?](#)
- [You Can Avoid Foreclosure](#)
- [What is the Principal Reduction Alternative?](#)
- [Alternatives to Home Affordable Modification Program](#)
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**Making Home Affordable Program
Request For Mortgage Assistance (RMA)**



If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about all of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1: BORROWER INFORMATION

| BORROWER | CO-BORROWER |
|------------------------------------|---|
| BORROWER'S NAME | CO-BORROWER'S NAME |
| SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YY) |
| HOME PHONE NUMBER WITH AREA CODE | |
| CELL OR WORK NUMBER WITH AREA CODE | |
| MAILING ADDRESS | MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME") |
| EMAIL ADDRESS | EMAIL ADDRESS |

| | |
|---|---|
| Has any borrower filed for bankruptcy? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 | Is any borrower a servicemember? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Filing Date: _____ Bankruptcy case number: _____ | Have you recently been deployed away from your principal residence or recently received a permanent change of station order? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____ | |
| Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", how many? _____ | |
| Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

SECTION 2: HARDSHIP AFFIDAVIT

| | |
|---|--|
| <p>I (We) am/are requesting review under MHA.
I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):</p> | |
| <input type="checkbox"/> | My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower. |
| <input type="checkbox"/> | My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt. |
| <input type="checkbox"/> | My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes. |
| <input type="checkbox"/> | My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. |
| <input type="checkbox"/> | Other: |
| Explanation (continue on a separate sheet of paper if necessary): | |

SECTION 3: PRINCIPAL RESIDENCE INFORMATION

(This section is required even if you are not seeking mortgage assistance on your principal residence)

I am requesting mortgage assistance with my principal residence Yes No**If "yes", I want to: Keep the property Sell the property**

Property Address: _____ Loan I.D. Number: _____

Other mortgages or liens on the property? Yes No Lien Holder / Servicer Name: _____ Loan I.D. Number: _____Do you have condominium or homeowner association (HOA) fees? Yes No If "Yes", Monthly Fee \$ _____ Are fees paid current? Yes No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? Yes No If "No", are the taxes and insurance paid current? Yes No

Annual Homeowner's Insurance \$ _____

Is the property listed for sale? Yes No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? Yes No Amount of Offer \$ _____ Closing Date: _____**Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.**

Principal residence servicer name: _____ Principal residence servicer phone number: _____

Is the mortgage on your principal residence paid? Yes No If "No", number of months your payment is past due (if known): _____**SECTION 4: COMBINED INCOME AND EXPENSE OF BORROWER AND CO-BORROWER**

| Monthly Household Income | | Monthly Household Expenses/Debt
(*Principal Residence Expense Only) | | Household Assets | |
|--|-----------|--|-----------|---|-----------|
| Monthly Gross wages | \$ | First Mortgage Principal & Interest Payment* | \$ | Checking Account(s) | \$ |
| Overtime | \$ | Second Mortgage Principal & Interest Payment* | \$ | Checking Account(s) | \$ |
| Self employment Income | \$ | Homeowner's Insurance* | \$ | Savings / Money Market | \$ |
| Unemployment Income | \$ | Property Taxes* | \$ | CDs | \$ |
| Untaxed Social Security / SSD | \$ | HOA/Condo Fees* | \$ | Stocks / Bonds | \$ |
| Food Stamps/Welfare | \$ | Credit Cards/Installment debt (total min. payment) | \$ | Other Cash on Hand | \$ |
| Taxable Social Security or retirement income | \$ | Child Support / Alimony | \$ | | |
| Child Support / Alimony** | \$ | Car Payments | \$ | | |
| Tips, commissions, bonus and overtime | \$ | Mortgage Payments other properties**** | \$ | | |
| Gross Rents Received *** | \$ | Other | \$ | Value of all Real Estate except principal residence | \$ |
| Other | \$ | | | Other | \$ |
| Total (Gross Income) | \$ | Total Debt/Expenses | \$ | Total Assets | \$ |

** Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.

*** Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section 6.

**** Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section 6.

Required Income Documentation

(Your servicer may request additional documentation to complete your evaluation for MHA)

| | |
|---|--|
| All Borrowers | <input type="checkbox"/> Include a signed IRS Form 4506-T or 4506T-EZ |
| <input type="checkbox"/> Do you earn a wage?
Borrower Hire Date (MM/DD/YY) _____
Co-borrower Hire Date (MM/DD/YY) _____ | <input type="checkbox"/> For each borrower who is a salaried employee or hourly wage earner, provide the most recent pay stub(s) that reflects at least 30 days of year-to-date income. |
| <input type="checkbox"/> Are you self-employed? | <input type="checkbox"/> Provide your most recent signed and dated quarterly or year-to date profit and loss statement. |
| <input type="checkbox"/> Do you receive tips, commissions, bonuses, housing allowance or overtime?
<input type="checkbox"/> Do you receive social security, disability, death benefits, pension, public assistance or adoption assistance? | <input type="checkbox"/> Describe the type of income, how frequently you receive the income and third party documentation describing the income (e.g., employment contracts or printouts documenting tip income).
<input type="checkbox"/> Provide documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider and receipt of payment (such as two most recent bank statements or deposit advices). |
| <input type="checkbox"/> Do you receive alimony, child support, or separation maintenance payments? | <input type="checkbox"/> Provide a copy of the divorce decree, separation agreement, or other written legal agreement filed with the court that states the amount of the payments and the period of time that you are entitled to receive them. AND
<input type="checkbox"/> Copies of your two most recent bank statements or deposit advices showing you have received payment.
Notice: Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt. |
| <input type="checkbox"/> Do you have income from rental properties that are not your principal residence? | <input type="checkbox"/> Provide your most recent Federal Tax return with all schedules, including Schedule E.
<input type="checkbox"/> If rental income is not reported on Schedule E, provide a copy of the current lease agreement with bank statements showing deposit of rent checks. |

SECTION 5: OTHER PROPERTIES OWNED

(You must provide information about all properties that you, or the co-borrower own, other than your principal residence and any property described in Section 6 below. Use additional sheets if necessary.)

Other Property #1

Property Address: _____ Loan I.D. Number: _____

Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____

Property is: Vacant Second or seasonal home Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____**Other Property #2**

Property Address: _____ Loan I.D. Number: _____

Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____

Property is: Vacant Second or seasonal home Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____**Other Property #3**

Property Address: _____ Loan I.D. Number: _____

Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____

Property is: Vacant Second or seasonal home Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

* The amount of the monthly payment made to your lender – including, if applicable, monthly principal, interest, real property taxes and insurance premiums.

SECTION 6: OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

(Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.)

I am requesting mortgage assistance with a rental property. Yes No**I am requesting mortgage assistance with a second or seasonal home. Yes No****If "Yes" to either, I want to: Keep the property Sell the property**

Property Address: _____ Loan ID. Number: _____

Do you have a second mortgage on the property? Yes No If "Yes", Servicer Name: _____ Loan ID. Number: _____Do you have condominium or homeowner association (HOA) fees? Yes No If "Yes", Monthly Fee \$ _____ Are HOA fees paid current? Yes No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? Yes No If "No", are the taxes and insurance paid current? Yes No

Annual Homeowner's Insurance \$ _____ Annual Property Taxes \$ _____

If requesting assistance with a rental property, property is currently:

- Vacant and available for rent
- Occupied without rent by your legal dependent, parent or grandparent as their principal residence.
- Occupied by a tenant as their principal residence.
- Other _____

If rental property is occupied by a tenant: Term of lease / occupancy _____ / _____ / _____ - _____ / _____ / _____ Gross Monthly Rent \$ _____
MM / DD / YYYY MM / DD / YYYY

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? Yes No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? Yes No Amount of Offer \$ _____ Closing Date: _____**RENTAL PROPERTY CERTIFICATION**

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property.)

By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 6 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer.

Initials: Borrower _____ Co-borrower _____

SECTION 7: DODD -FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
 - (b) money laundering or
 - (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

SECTION 8: INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

| | | | |
|---|---|---|--|
| BORROWER | <input type="checkbox"/> I do not wish to furnish this information | CO-BORROWER | <input type="checkbox"/> I do not wish to furnish this information |
| Ethnicity: | <input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Not Hispanic or Latino | | |
| Race: | <input type="checkbox"/> American Indian or Alaska Native
<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> White | | |
| Sex: | <input type="checkbox"/> Female
<input type="checkbox"/> Male | | |
| To be completed by interviewer | | | |
| This request was taken by: | | <i>Interviewer's Name (print or type) & ID Number</i> | |
| <input type="checkbox"/> Face-to-face Interview
<input type="checkbox"/> Mail
<input type="checkbox"/> Telephone
<input type="checkbox"/> Internet | | <i>Interviewer's Signature</i> | <i>Date</i> |
| <i>Interviewer's Phone Number (include area code)</i> | | | |
| Name/Address of Interviewer's Employer | | | |

SECTION 9: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

Borrower Signature

Social Security Number

Date of Birth

Date

Co-borrower Signature

Social Security Number

Date of Birth

Date

HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer. If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673).

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

**NOTICE TO BORROWERS**

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtarp.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

Beware of Foreclosure Rescue Scams. Help Is FREE!

- There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.



Embedded Adobe XML Form

The file <http://www.attorneyloanmodifications.com/wp-content/uploads/2015/01/Request-for-Home-Affordable-Modification-HAMP-application.pdf> is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



CITIMORTGAGE CUSTOMER HARDSHIP ASSISTANCE PACKAGE

Please send copies of:

- 2 recent consecutive pay stubs, or
- 2 consecutive months of bank statements, or
- 2 consecutive tax returns

CITI LOAN NUMBER

What are your intentions regarding this property? Sell Rent Keep**PART A Borrower Information**

| | | | |
|---|------------------------|---|------------------------|
| Borrower Name | Social Security Number | Co-Borrower Name | Social Security Number |
| Borrower Phone No.
Day _____
Evening _____
Cell _____ | | Co-Borrower Phone No.
Day _____
Evening _____
Cell _____ | |
| Property Address:
Street _____
City _____
State _____ Zip _____ | | Mailing Address (if applicable):
Street _____
City _____
State _____ Zip _____ | |
| Email Address | | Email Address | |
| Employer (Current) | Position | Employer (Current) | Position |
| Years on Job | Employer Phone | Years on Job | Employer Phone |
| If in current job for less than 5 years, enter your previous employer information below. | | | |
| Employer (Previous) | Position | Employer (Previous) | Position |
| Years on Job | Employer Phone | Years on Job | Employer Phone |

PART B Property Information

| | | | |
|--|--|-------------------|--------------------|
| Is this property for SALE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Is this property for RENT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| List Date _____
Price _____ | Monthly Rent | Monthly Last Paid | Date Lease Expires |
| Realtor Name | | | |
| Realtor Phone | | | |

PART C Monthly Income

| DESCRIPTION (MONTHLY) | |
|---|--|
| Gross Salary/Wages | |
| Net Salary/Wages | |
| Other Income | |
| Other Additional Income
(i.e., SSI, Rental, Second Job, Child Support) | |
| Total Net Income | |

CITIMORTGAGE CUSTOMER HARDSHIP ASSISTANCE PACKAGE

Citi

PART D Monthly Expenses

| DESCRIPTION (MONTHLY) | Monthly Payment | Balance Due | # Months Delinquent |
|---|-----------------|-------------|---------------------|
| 1. Primary Home Mortgage | \$ | \$ | |
| 2. Taxes on Primary Home (If not included in #1) | \$ | \$ | |
| 3. Insurance on Primary Home (If not included in #1) | \$ | \$ | |
| 4. Rent Payment (If owner not occupying subject property) | \$ | \$ | |
| 5. Maintenance/Homeowners Association Fees | \$ | \$ | |
| 6. Other Mortgages | \$ | \$ | |
| 7. Automobile Loans | \$ | \$ | |
| 8. Other Loans | \$ | \$ | |
| 9. Credit Cards (minimum payment) | \$ | \$ | |
| 10. Alimony/Child Support | \$ | \$ | |
| 11. Child/Dependent Care | \$ | \$ | |
| 12. Utilities (water, electricity, gas, cable, etc.) | \$ | \$ | |
| 13. Telephone (landline and cell phone) | \$ | \$ | |
| 14. Insurance (automobile, health, life) | \$ | \$ | |
| 15. Medical Expenses (uninsured) | \$ | \$ | |
| 16. Car Expenses (gas, maintenance, parking) | \$ | \$ | |
| 17. Groceries and Toiletries | \$ | \$ | |
| 18. Other Monthly Expense (explain) | \$ | \$ | |
| 19. Other Monthly Expense (explain) | \$ | \$ | |
| 20. Other Monthly Expense (explain) | \$ | \$ | |
| Total | \$ | \$ | |

PART E General Questions

Please try to complete as many of the questions as possible. Additional information may be necessary and Citi will need to speak with you during the assistance process.

1. Do you occupy this property as a Primary Residence? Yes No

If Yes, how long have you lived at this residence? Years: _____ Months: _____

2. How many people reside in the household?

3. Do you have any dependents under the age of 18? Yes No If Yes, how many?4. Do you have any other debts or obligations secured by this property (i.e. second mortgage, home equity loan, judgments or liens)?
 Yes No If Yes, please itemize these debts or obligations below:

| Debt/Obligation | Amount |
|-----------------|--------|
| | \$ |
| | \$ |
| | \$ |

5. Do you own any other properties? Yes No How many? _____ If yes, please complete the following items:

| Monthly Payment | Rental Income | Principal Balance | Is this property currently vacant? |
|-----------------|---------------|-------------------|---|
| | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

6. What is the amount of funds you immediately have available to apply toward your mortgage delinquency? \$ _____

7. In addition to the amount stated above, what amount will you have available in 30 days? \$ _____

CITIMORTGAGE CUSTOMER HARDSHIP ASSISTANCE PACKAGE



PART E General Questions (cont'd)

Please try to complete as many of the questions as possible. Additional information may be necessary and Citi will need to speak with you during the assistance process.

Briefly explain the reason why you are behind on your mortgage payment(s) or are in imminent danger of default (If needed, attach a separate sheet of paper for explanation):

What is your proposal for repaying the arrearage?

CITIMORTGAGE CUSTOMER HARDSHIP ASSISTANCE PACKAGE

Citi

Authorization to Release Information

IN ADDITION TO THIS FINANCIAL STATEMENT AND ITS ATTACHMENTS, THERE MAY BE TIMES WHEN ADDITIONAL INFORMATION IS NEEDED TO REVIEW THE SITUATION THOROUGHLY, SUCH AS:

1. ORDERING CREDIT REPORTS
2. VERIFYING BANK ACCOUNTS IN THIS DISCLOSURE
3. OBTAINING ANY OTHER INFORMATION NECESSARY TO PROPERLY ANALYZE THIS REQUEST

I ACKNOWLEDGE THAT EVERYTHING I HAVE STATED IN THIS DISCLOSURE IS TRUE AND FACTUAL TO THE BEST OF MY ABILITY. I ALSO AGREE THAT IF IT IS DETERMINED THAT I HAVE PROVIDED INFORMATION THAT IS MISREPRESENTED AND THEREBY CAUSED ACTIONS TO BE TAKEN WHICH WOULD NOT HAVE BEEN TAKEN HAD THE TRUE FACTS BEEN KNOWN, I SHALL BE LIABLE FOR ANY AND ALL LOSSES SUFFERED BY THE LENDER OF MY MORTGAGE LOAN.

Borrower Signature

Date

Borrower Signature

Date

AUTHORIZATION TO RELEASE INFORMATION

I/WE HEREBY AUTHORIZE YOU TO RELEASE TO _____
ANY AND ALL INFORMATION THEY MAY REQUIRE FOR THE PURPOSE OF A HARDSHIP REVIEW.
THANK YOU.

Borrower Signature

Date

Borrower Signature

Date

Social Security Number

Social Security Number

CITIMORTGAGE CUSTOMER HARDSHIP ASSISTANCE PACKAGE

**FAX COVER SHEET****Sender's Information****Receiver's Information**

| | |
|------------------|---------|
| Name: | To: |
| Telephone: | Fax: |
| Number of Pages: | Loan #: |

Required Information

- Signed and dated Financial Worksheets
- 2 months of paystubs for: _____
- 2006 & 2007 W-2 forms
- 2007 complete 1040s
- Year-to-Date Profit and Loss Statement for Self-Employed Borrowers
- Social Security Income (Award Letter) for: _____
- Spousal and/or Child Support Income
- Supplemental Income or other: _____
- Complete bank statements for the last two months
- Current Homeowners Insurance Policy
- Current and/or Delinquent Property Tax Information
- Rental Agreement(s), Purchase Agreements

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

| | | | |
|------------------------------------|---------------|------------------------------------|---------------|
| Section A BORROWER | | CO-BORROWER | |
| Borrower's Name | | Co-Borrower's Name | |
| Social Security Number | Date of Birth | Social Security Number | Date of Birth |
| Home Phone Number With Area Code | | Home Phone Number With Area Code | |
| Cell or Work Number With Area Code | | Cell or Work Number With Area Code | |
| Email Address | | Email Address | |

When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

| | |
|---|---|
| Is any borrower a Servicemember? <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, since 9/11/01 has the Servicemember been or is the Servicemember currently serving on active duty with the Military? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Have you recently been deployed away from your principal residence or recently received a Permanent Change of Station (PCS) order? <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, I intend to occupy this property as my primary residence some time in the future. <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is any borrower the surviving spouse of a deceased Servicemember who was on active duty at the time of death? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

| | | | |
|---------------------|--|--|-------------------------------------|
| The property is my: | <input type="checkbox"/> Primary Residence | <input type="checkbox"/> Second Home | <input type="checkbox"/> Investment |
| The property is: | <input type="checkbox"/> Owner Occupied | <input type="checkbox"/> Renter Occupied | <input type="checkbox"/> Vacant |

| |
|--|
| Have you previously requested mortgage payment assistance through Chase? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____ |
| Have you ever had a Home Affordable Modification Program (HAMP) Trial Period Plan or permanent modification on your principal residence? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Have you or any co-borrower had a permanent HAMP modification on any other property you own? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," how many? _____ |
| Are you or any co-borrower currently in or being considered for a HAMP Trial Period Plan on a property other than your principal residence? <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | |
|---|--|
| Complete this section ONLY if you are requesting mortgage assistance for a property that is not your principal residence. | |
| Is the mortgage on your principal residence paid? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," number of months your payment is past due (if known): _____ | |

Number of People in Household:

| | |
|--|--|
| Mailing Address: | Have you contacted a credit counseling agency for help? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Property Address (if same as mailing address, just write "same"): | If yes, please complete the following: |
| Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No | Counselor's Name: _____ |
| If yes, what was the listing date? _____ | Agency Name: _____ |
| Have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No | Counselor's Phone Number: _____ |
| Date of Offer: _____ Amount of Offer: _____ | Counselor's Email: _____ |
| Closing Date: _____ | Who pays the real estate tax bill on your property? |
| Agent's Name: _____ | <input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by condo or HOA |
| Agent's Phone Number: _____ | Who pays the insurance premiums for your property? |
| For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by condo or HOA |
| Are the taxes current? <input type="checkbox"/> Yes <input type="checkbox"/> No | Is the policy current? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Condominium or HOA Fees? <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____ per month | Name(s) of Insurance Company: _____ |
| Are the fees paid current? <input type="checkbox"/> Yes <input type="checkbox"/> No | Insurance Company Phone Number(s): _____ |
| Name and address that fees are paid to: _____ | |

REQUEST FOR MORTGAGE ASSISTANCE FORM**Important!** To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section B**REQUIRED DOCUMENTATION/HARDSHIP AFFIDAVIT**

Describe your hardship:

Date situation began is:

I believe that my situation is:

- Short-term (under 6 months)
 Medium-term (6-12 months)
 Long-term or permanent (greater than 12 months)

I am having difficulty making my monthly payment because of reasons set forth below:

(Please check all that apply and submit required documentation demonstrating your hardship. If your mortgage loan is insured or guaranteed by the Federal Housing Administration (FHA), U.S. Department of Veterans Affairs (VA) or Rural Housing Service (RHS), hardship documentation is not required but you must submit all financial documentation that supports your request for assistance.)

| | |
|---|---|
| <input type="checkbox"/> Unemployment | <ul style="list-style-type: none"> ▪ A copy of your benefits statement or letter detailing the amount, frequency and duration of your unemployment benefits |
| <input type="checkbox"/> Underemployment | <ul style="list-style-type: none"> ▪ No hardship documentation required, as long as you have submitted the income documentation that supports the income |
| <input type="checkbox"/> Income reduction (e.g., elimination of overtime, reduction in regular working hours, or a reduction in base pay) | <ul style="list-style-type: none"> ▪ No hardship documentation required, as long as you have submitted the income documentation that supports the income |
| <input type="checkbox"/> Divorce or legal separation; separation of borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law | <ul style="list-style-type: none"> ▪ Divorce decree signed by the court OR ▪ Separation agreement signed by the court OR ▪ Current credit report evidencing divorce, separation, or non-occupying Borrower has a different address OR ▪ Recorded quitclaim deed evidencing that the non-occupying borrower or co-borrower has relinquished all rights to the property |
| <input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household or dependent family member | <ul style="list-style-type: none"> ▪ Death certificate OR ▪ Obituary or newspaper article reporting the death |
| <input type="checkbox"/> Long-term or permanent disability; serious illness of a borrower/co-borrower or dependent family member | <p>Do not provide medical records or any details of your illness or disability</p> <ul style="list-style-type: none"> ▪ Written statement from you or other documentation verifying disability or illness OR ▪ Proof of monthly insurance benefits or government assistance (with expiration date, if applicable) |
| <input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or borrower's place of employment | <ul style="list-style-type: none"> ▪ Insurance claim OR ▪ Federal Emergency Management Agency grant or Small Business Administration loan OR ▪ Borrower or employer property located in a federally declared disaster area |
| <input type="checkbox"/> Distant employment transfer | <ul style="list-style-type: none"> ▪ Proof of transfer OR ▪ Military Permanent Change of Station (PCS) |
| <input type="checkbox"/> Excessive obligations | <ul style="list-style-type: none"> ▪ No hardship documentation required, as long as you have submitted the income documentation that supports the income |
| <input type="checkbox"/> Business failure | <ul style="list-style-type: none"> ▪ Tax return from the previous year (including all schedules) AND ▪ Proof of business failure supported by one of the following: <ul style="list-style-type: none"> ▪ Bankruptcy filing for the business; or ▪ Two months recent bank statements for the business account evidencing cessation of business activity; or ▪ Most recent signed and dated quarterly or year-to-date profit and loss statement |
| <input type="checkbox"/> Payment increase | <ul style="list-style-type: none"> ▪ No hardship documentation required, as long as you have submitted the income documentation that supports the income |
| <input type="checkbox"/> Other _____ | |

If you have income from rental properties that are not your principal residence, you must provide a copy of the current lease agreement with bank statements showing deposit of rent checks.

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section C**ADDITIONAL LIENS/MORTGAGES OR JUDGMENTS**

Complete if applicable.

Check this box if this section does not apply to you.

| Lien Holder's Name/Servicer | Balance | Phone Number | Reference Number/Loan Number |
|-----------------------------|---------|--------------|------------------------------|
| | | | |
| | | | |

A lien is a legal claim on property to secure a loan or debt until paid off. It is put in place by contract or court order.

Section D**BANKRUPTCY**

Complete if applicable.

Check this box if this section does not apply to you.

Have you filed for bankruptcy? Yes No If yes: Chapter 7 Chapter 13 Filing Date: _____

Has your bankruptcy been discharged? Yes No Bankruptcy case number: _____

Section E**INCOME/EXPENSES FOR HOUSEHOLD****EMPLOYMENT INFORMATION**

Borrower Monthly Income: \$ _____

I am: Employed by a Company

Company #1 Name: _____

Company #1 Address: _____

Employment Start Date: _____

Company #2 Name: _____

Company #2 Address: _____

Employment Start Date: _____

I am: Self-Employed Percent of Ownership _____ %

I am: Independent Contractor

Co-Borrower Monthly Income: \$ _____

I am: Employed by a Company

Company #1 Name: _____

Company #1 Address: _____

Employment Start Date: _____

Company #2 Name: _____

Company #2 Address: _____

Employment Start Date: _____

I am: Self-Employed Percent of Ownership _____ %

I am: Independent Contractor

Self-employed people earn income directly from their own business, trade, or profession. They don't collect a salary or wages from an employer.

Independent contractors typically provide goods or services to a company under the terms of a contract. They set their own hours and are paid on a freelance basis.

OTHER INCOME/EXPENSES

Is there a person not on the mortgage note who lives in the residence and contributes financially to the household? Yes No

If yes, complete the following:

First and Last Name: _____

Monthly amount contributed to the household (not including the amount contributed to the Mortgage): \$ _____

Monthly amount contributed to the Mortgage: \$ _____

Are there living expenses for this person? Yes No

If yes, monthly amount of expenses: \$ _____

List any one-time payments you received that appear on your most recent tax return. (Examples: one-time pension disbursements, tax refunds, bonuses, insurance distributions)

Payment Type: _____ Amount: \$ _____

Payment Type: _____ Amount: \$ _____

Payment Type: _____ Amount: \$ _____

REQUEST FOR MORTGAGE ASSISTANCE FORM**Important!** To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

| HOUSEHOLD INCOME | |
|---|-----------------|
| Monthly Gross Wages | \$ _____ |
| Monthly Self-Employment Income | \$ _____ |
| Monthly Overtime | \$ _____ |
| Monthly Unemployment Income | \$ _____ |
| Monthly Tips, Commissions, Bonus | \$ _____ |
| Monthly Non-Taxable Social Security/SSDI | \$ _____ |
| Monthly Taxable Social Security Benefits or Other Monthly Income from Annuities or Retirement Plans | \$ _____ |
| Monthly Child Support/Alimony ² | \$ _____ |
| Monthly Gross Rents Received ³ | \$ _____ |
| Monthly Food Stamps/Welfare | \$ _____ |
| Monthly Other _____ | \$ _____ |
| Total Monthly Income | \$ _____ |

| HOUSEHOLD EXPENSES/DEBT | |
|---|-----------------|
| Monthly First Mortgage Principal and Interest Payment ¹ | \$ _____ |
| Monthly Second Mortgage Principal and Interest Payment ¹ | \$ _____ |
| Monthly Homeowners' Insurance ¹ | \$ _____ |
| Monthly Property Taxes ¹ | \$ _____ |
| Monthly HOA/Condo Fees/Co-OP Fees/Property Maintenance ¹ | \$ _____ |
| Monthly Mortgage Payments on Other Properties ⁴ | \$ _____ |
| Monthly Credit Cards/Installment Loan(s) (total minimum payment) | \$ _____ |
| Monthly Child Support/Alimony Payments | \$ _____ |
| Monthly Auto Lease/Payment | \$ _____ |
| Monthly Other _____ | \$ _____ |
| Total Monthly Expenses/Debt | \$ _____ |

| HOUSEHOLD ASSETS | |
|---|-----------------|
| associated with the property and/or borrower(s)
excluding retirement funds | |
| Checking Account(s) | \$ _____ |
| Checking Account(s) | \$ _____ |
| Savings/Money Market | \$ _____ |
| CDs | \$ _____ |
| Stocks/Bonds | \$ _____ |
| Other Cash on Hand | \$ _____ |
| Other Real Estate (estimated value) | \$ _____ |
| Other _____ | \$ _____ |
| Total Assets | \$ _____ |

| ADDITIONAL LIVING EXPENSES | |
|---|-----------------|
| You only need to complete this section if your mortgage loan
is insured by the Federal Housing Administration (FHA),
U.S. Department of Veterans Affairs (VA) or Rural Housing Service (RHS). | |
| Tuition/School | \$ _____ |
| Child Care (daycare, babysitting) | \$ _____ |
| Automobile Expenses (insurance/maintenance/gas) | \$ _____ |
| Food | \$ _____ |
| Life Insurance Premium | \$ _____ |
| Medical | \$ _____ |
| Utilities | \$ _____ |
| Clothing | \$ _____ |
| Cable, Internet, Phone | \$ _____ |
| Total Living Expenses | \$ _____ |

¹ The amount of the monthly payment made to your lender - including, if applicable, monthly principal, interest, real property taxes and insurance premiums.² Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.³ Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section H.⁴ Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section H.

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section F

DODD-FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate federal law.

If you have been convicted of one of the mortgage or real estate crimes listed above within the last 10 years, you must cross out this section. You will be considered for other mortgage assistance options that are not a part of the Making Home Affordable Program.

This certification is effective on the earlier of the date listed below or the date received by your servicer.

Section G

OTHER PROPERTIES OWNED

Check this box if this section does not apply to you.

For the amount of the monthly payment, include, if applicable, monthly principal, interest, real property taxes and insurance premiums. You must provide information about all properties that you or the co-borrower own, other than your principal residence and any other property for which you are seeking mortgage assistance listed in section H. Use additional sheets if necessary.

PROPERTY #1

Property Address: _____ Loan Number: _____

First Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Second Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Property is: Vacant Second or Seasonal Home Rented

Current Value: \$ _____ Gross Monthly Rent: \$ _____ Monthly Mortgage Payment: \$ _____

PROPERTY #2

Property Address: _____ Loan Number: _____

First Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Second Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Property is: Vacant Second or Seasonal Home Rented

Current Value: \$ _____ Gross Monthly Rent: \$ _____ Monthly Mortgage Payment: \$ _____

PROPERTY #3

Property Address: _____ Loan Number: _____

First Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Second Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Property is: Vacant Second or Seasonal Home Rented

Current Value: \$ _____ Gross Monthly Rent: \$ _____ Monthly Mortgage Payment: \$ _____

PROPERTY #4

Property Address: _____ Loan Number: _____

First Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Second Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Property is: Vacant Second or Seasonal Home Rented

Current Value: \$ _____ Gross Monthly Rent: \$ _____ Monthly Mortgage Payment: \$ _____

PROPERTY #5

Property Address: _____ Loan Number: _____

First Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Second Mortgage Servicer Name: _____ Mortgage Balance: \$ _____

Property is: Vacant Second or Seasonal Home Rented

Current Value: \$ _____ Gross Monthly Rent: \$ _____ Monthly Mortgage Payment: \$ _____

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section H



OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

Complete this section ONLY if you are requesting mortgage assistance for a property that is not your principal residence.

Check this box if this section does not apply to you.

I am requesting mortgage assistance for a rental property. Yes No

I am requesting mortgage assistance for a second or seasonal home. Yes No

I am requesting mortgage assistance for a home that is no longer my primary residence due to an out of area job transfer or foreign service assignment. I intend to occupy this property as my primary residence sometime in the future. Yes No

Property Address: _____ Loan Number: _____

Current Value: \$ _____ Monthly Payment: \$ _____

Provider of your first mortgage (if not Chase): _____

Do you have a second mortgage on the property? Yes No If "Yes," Servicer Name: _____ Loan Number: _____ Monthly Payment: \$ _____

Do you have condominium or homeowners association (HOA) fees? Yes No If "Yes," Monthly Fee: \$ _____ Are HOA fees paid current? Yes No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? Yes No If "No," are the taxes and insurance paid current? Yes No

Annual homeowners insurance: \$ _____ Annual Property Taxes: \$ _____

If requesting assistance for a rental property, property is currently:

Vacant and available for rent.

Occupied without rent by your legal dependent, parent or grandparent as their principal residence.

Occupied by a tenant as their principal residence.

Other _____

If rental property is occupied by tenant: Term of lease/occupancy _____ / _____ / _____ - _____ / _____ / _____ Gross Monthly Rent: \$ _____
 MM DD YYYY MM DD YYYY

If rental property is vacant, describe efforts to rent property: _____

If you have a non-rent-paying occupant, describe your relationship to them and the duration of their occupancy: _____

Is the property for sale? Yes No If "Yes," Listing Agent's Name: _____ Phone Number: _____

List Date? _____ Have you received a purchase offer? Yes No Amount of Offer: _____ Closing Date: _____

RENTAL PROPERTY CERTIFICATION

You must complete this certification if you are requesting a mortgage modification with respect to a rental property.

Check this box if this section does not apply to you.

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such a five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing conditions, I may at any time sell the property, occupy it as my personal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the dates listed below or the date the Request for Mortgage Assistance form is received by your servicer.

By checking this box and initialing below, I am requesting a mortgage modification under the Making Home Affordable Program with respect to the rental property described in this section and I hereby certify under penalty of perjury that each of the statements above are true and correct with respect to that property.

Initials: Borrower _____ Co-Borrower _____

PX22-166

D19693 RMA 0913

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section I

◆ INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

| | |
|--|--|
| Borrower: <input type="checkbox"/> I do not wish to furnish this information | Co-Borrower: <input type="checkbox"/> I do not wish to furnish this information |
| Ethnicity: <input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Not Hispanic or Latino | Ethnicity: <input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Not Hispanic or Latino |
| Race: <input type="checkbox"/> American Indian or Alaska Native
<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> White | Race: <input type="checkbox"/> American Indian or Alaska Native
<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> White |
| Sex: <input type="checkbox"/> Female
<input type="checkbox"/> Male | Sex: <input type="checkbox"/> Female
<input type="checkbox"/> Male |

HOMEOWNERS HOTLINE

If you have questions about this document or the general modification process, please call your Servicer. If you have questions about government programs that your Servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 888-995-HOPE (4673). The Hotline can help answer questions about the program and offers free HUD-certified counseling services in English and Spanish.



NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your Servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding the occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document, you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse mismanagement or misrepresentation affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtar.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St NW, Washington, DC 20220.



REQUEST FOR MORTGAGE ASSISTANCE FORM**Important!** To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section J**ACKNOWLEDGMENT AND AGREEMENT*****In making this request for consideration, I certify under penalty of perjury:***

1. I understand the Servicer may pull a current credit report on all borrowers obligated on the Note.
2. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
3. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, or am currently entitled to the protections of any automatic stay in bankruptcy, I acknowledge that the Servicer is providing the information about the mortgage relief program at my request and for informational purposes, and not as an attempt to impose personal liability for the debt evidenced by the Note.
4. I understand that if the Servicer offers me a Trial Period Plan and I fail to accept or complete the trial plan for any reason, including, for example, declining the trial plan offer, failing to accept the trial plan offer, failing to make trial plan payments in a timely manner or failing to accept a final modification at the end of the trial period, I may permanently lose eligibility for a modification under the Making Home Affordable Program and any other modification program offered by the Servicer.
5. If I am eligible for a Trial Period Plan, Repayment Plan or Forbearance Plan, and I accept and agree to all terms of such plan, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a Trial Period Plan, Repayment Plan or Forbearance Plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the Trial Period Plan, Repayment Plan or Forbearance Plan.
6. I agree that when the Servicer accepts and posts a payment during the term of any Repayment Plan, Trial Period Plan or Forbearance Plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
7. I agree that any prior waiver as to my payment of escrow items to the Servicer in connection with my loan has been revoked.
8. If I qualify for and enter into a Repayment Plan, Forbearance Plan or Trial Period Plan, I agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
9. I consent to being contacted concerning this request for mortgage assistance at any email address or cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.
10. That all of the information in this document is truthful and the hardship(s) identified on page 2 is/are the reason that I need to request a modification of the terms of my mortgage loan, a short sale or a deed-in-lieu of foreclosure.
11. I understand that the Servicer, the U.S. Department of the Treasury, owner or guarantor of my mortgage or their agents may investigate the accuracy of my statements and may require me to provide additional supporting documentation. I also understand that knowingly submitting false information may violate federal and other applicable laws.
12. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under the Making Home Affordable Program (MHA), the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
13. The property that I am requesting mortgage assistance for is able to be lived in, and it has not been or is not at risk of being condemned. There has been no change in the ownership of the property since I signed the documents for the mortgage that I want to modify.
14. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner. I understand that time is of the essence.
15. I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document or other documentation submitted in connection with this request.
16. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, Social Security number, credit score, income, payment history, government monitoring information and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any mortgage relief or foreclosure alternative that I receive by the Servicer to (a) the U.S. Department of the Treasury; (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or Servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with any other mortgage relief program; and (e) any HUD-certified housing counselor.
17. I understand that I have the right to a copy of any property valuation used in connection with the decision on the request for a modification. If I want to receive a copy of the valuation, I will submit a request with my name, address and loan number within 90 days of the date that the Servicer makes a decision on my request at the following address: Chase, Attn: Research Dept., P.O. Box 24696, Columbus OH 43224-0696 or by fax at 1-614-422-7575.
18. If I or someone on my behalf has submitted a Fair Debt Collection Practices Act Cease and Desist notice to my Servicer, I hereby withdraw such notice and understand that the Servicer must contact me through the loan modification process or to find other alternatives to foreclosure.

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

By signing this document, I/we certify that all the information is truthful. I/We understand that knowingly submitting false information may constitute fraud.

Borrower Signature

Date

Co-Borrower Signature

Date

→ TO BE COMPLETED BY INTERVIEWER ←

This request was taken by:

- Face-to-Face Interview
- Mail
- Telephone
- Internet

Loan Number _____

Interviewer's Name (print or type) & I.D. Number

Name/Address of Interviewer's Employer

Interviewer's Signature Date

Interviewer's Phone Number (include area code)

Servicer/Interviewer's Email Address

Interviewer's Fax Number

4506-T

Form
 (Rev. August 2014)
 Department of the Treasury
 Internal Revenue Service

Request for Transcript of Tax Return

OMB No. 1545-1872

- Request may be rejected if the form is incomplete or illegible.
- For more information about Form 4506-T, visit www.irs.gov/form4506t.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get Transcript of Your Tax Records" under "Tools" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

| | |
|---|---|
| 1a Name shown on tax return. If a joint return, enter the name shown first. | 1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) |
| 2a If a joint return, enter spouse's name shown on tax return. | 2b Second social security number or individual taxpayer identification number if joint tax return |
| 3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) | |
| 4 Previous address shown on the last return filed if different from line 3 (see instructions) | |
| 5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. | |

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

| |
|--|
| 6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ► |
| a Return Transcript , which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days <input type="checkbox"/> |
| b Account Transcript , which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days <input type="checkbox"/> |
| c Record of Account , which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days <input type="checkbox"/> |
| 7 Verification of Nonfiling , which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days <input type="checkbox"/> |
| 8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days . . . <input type="checkbox"/> |

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

| |
|---|
| 9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. |
|---|

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

| | | |
|------------------|--|---|
| Sign Here | Signature (see instructions) _____ Date _____
Title (if line 1a above is a corporation, partnership, estate, or trust) _____
Spouse's signature _____ Date _____ | Phone number of taxpayer on line 1a or 2a |
|------------------|--|---|

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

Caution. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get Transcript of Your Tax Records" under "Tools" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:

Mail or fax to:

Alabama, Kentucky,
Louisiana, Mississippi,
Tennessee, Texas, a
foreign country, American
Samoa, Puerto Rico,
Guam, the
Commonwealth of the
Northern Mariana Islands,
the U.S. Virgin Islands, or
A.P.O. or F.P.O. address

Internal Revenue Service
RAIVS Team
Stop 6716 AUSC
Austin, TX 73301

512-460-2272

Alaska, Arizona, Arkansas,
California, Colorado,
Hawaii, Idaho, Illinois,
Indiana, Iowa, Kansas,
Michigan, Minnesota,
Montana, Nebraska,
Nevada, New Mexico,
North Dakota, Oklahoma,
Oregon, South Dakota,
Utah, Washington,
Wisconsin, Wyoming

Internal Revenue Service
RAIVS Team
Stop 37108
Fresno, CA 93888

559-456-7227

Connecticut, Delaware,
District of Columbia,
Florida, Georgia, Maine,
Maryland, Massachusetts,
Missouri, New Hampshire,
New Jersey, New York,
North Carolina, Ohio,
Pennsylvania, Rhode
Island, South Carolina,
Vermont, Virginia, West
Virginia

Internal Revenue Service
RAIVS Team
Stop 6705 P-6
Kansas City, MO 64999

816-292-6102

Chart for all other transcripts

| If you lived in
or your business
was in: | Mail or fax to: |
|--|-----------------|
|--|-----------------|

| | |
|--|--|
| Alabama, Alaska,
Arizona, Arkansas,
California, Colorado,
Florida, Hawaii, Idaho,
Iowa, Kansas,
Louisiana, Minnesota,
Mississippi,
Missouri, Montana,
Nebraska, Nevada,
New Mexico,
North Dakota,
Oklahoma, Oregon,
South Dakota, Texas,
Utah, Washington,
Wyoming, a foreign
country, or A.P.O. or
F.P.O. address | Internal Revenue Service
RAIVS Team
P.O. Box 9941
Mail Stop 6734
Ogden, UT 84409

801-620-6922 |
|--|--|

| | |
|--|--|
| Connecticut,
Delaware, District of
Columbia, Georgia,
Illinois, Indiana,
Kentucky, Maine,
Maryland,
Massachusetts,
Michigan, New
Hampshire, New
Jersey, New York,
North Carolina,
Ohio, Pennsylvania,
Rhode Island, South
Carolina, Tennessee,
Vermont, Virginia,
West Virginia,
Wisconsin | Internal Revenue Service
RAIVS Team
P.O. Box 145500
Stop 2800 F
Cincinnati, OH 45250

859-669-3592 |
|--|--|

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party—Business.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act

Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see Where to file on this page.



Borrower's Authorization

Date: _____

Loan Number: _____

Name of First Lender _____

The undersigned borrower(s) do hereby appoint **American Home Loan Counselors**, acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

Address of Property _____

City, State, Zip _____

As necessary to carry out the above, **American Home Loan Counselors**, acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow **American Home Loan Counselors** to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Co-Borrower:

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Social Security Number _____

Social Security Number _____

Date of Birth _____

Date of Birth _____

Please be advised the following individuals are authorized REPRESENTATIVES of American Home Loan Counselors that can be reached at (801) 386-5100: · Jonathan Hanley · Bobbi Collins · Shannon Martinez · Rebecca Peace · Amber Orazem · VerNeita Clark · Fernando Moncayo · Amparo Moncayo · Mia Apcho · Brianne Whitmire · Melissa Hearon-Faust Mejia · Brendon Laparra · McKelle Yates · Marki Peterson · Johnny Huynh · Deborah Jacobs.

**Making Home Affordable Program
Request for Mortgage Assistance (RMA)**

Request For Mortgage Assistance (RMA) page 1



Requesting mortgage assistance for mortgage loan number:

| | | | |
|-------------------------|--|--|--|
| I/We want to: | <input type="checkbox"/> Keep the property | <input type="checkbox"/> Sell the property | |
| The property is my/our: | <input type="checkbox"/> Primary residence | <input type="checkbox"/> Second home | <input type="checkbox"/> Investment property |
| The property is: | <input type="checkbox"/> Owner occupied | <input type="checkbox"/> Renter occupied | <input type="checkbox"/> Vacant |

Borrower information

| Borrower | Co-borrower | | |
|-------------------------------|---|------------------------|---------------|
| Borrower's name | Co-borrower's name | | |
| Social Security number | Date of birth | Social Security number | Date of birth |
| Home phone number
() | Home phone number
() | | |
| Cell phone number
() | Cell phone number
() | | |
| Work phone number
() | Work phone number
() | | |
| Email address | Email address | | |
| Mailing address | Mailing address (<i>if different than borrower's</i>) | | |

Have you contacted a credit-counseling agency for help? Yes No

If yes, complete counselor contact information below.

Counselor's name: _____

Counselor's phone number: () _____

Counselor's email: _____

Is any borrower a servicemember? Yes No

If yes, have you recently been deployed away from your principal residence or recently received a permanent change of station order?

Yes No

Have you filed for bankruptcy? Yes No

If yes: Chapter 7 Chapter 11 Chapter 12 Chapter 13

Filing date: _____

Has your bankruptcy been discharged? Yes No

Bankruptcy case number: _____

Please note that if you have or will receive a discharge from a bankruptcy case, and the mortgage was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally. Additionally, your decision to discuss workout options with us is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others?

Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification?

Yes No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification?

Yes No

If yes, how many? _____

Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence?

Yes No

Principal residence information

Note: If you are requesting mortgage assistance, you must complete this section even if you are not seeking mortgage assistance on your principal residence.

| | |
|---------------------------------|-----------------------------------|
| Principal residence loan number | Principal residence servicer name |
|---------------------------------|-----------------------------------|

Property address (*if same as mailing address, write "same"*)

Number of people who live in the home

Is this property listed for sale? Yes No

If yes, what was property listing date? _____

Have you received an offer on the property? Yes No

Date of offer: _____ Amount of offer: \$_____ Closing date: _____

Agent/Agency name: _____ Agent/Agency phone number (_____) _____

For sale by owner? Yes No

Who pays the real estate tax bill on your property? I do Servicer does

Are the taxes current? Yes No

Monthly condominium or homeowners association fee? Yes \$ _____ No

Are fees paid current? Yes No

Paid to (Name and Address) _____

Who pays the homeowners insurance policy for your property?

I do Servicer does Paid by condominium or homeowners association (HOA)

Is the policy current? Yes No

If paid by you or your condominium or HOA, name of insurance company: _____

Insurance company phone number: () _____

Annual homeowners insurance: \$ _____

If there are additional liens/mortgages or judgments on this property, name the person(s), company or firm and phone number(s).

Lien holder's name/Servicer: _____ Phone number: () _____

Loan number: _____ Balance: \$ _____

Lien holder's name/Servicer: _____ Phone number: () _____

Loan number: _____ Balance: \$ _____

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

Principal residence servicer name: _____

Principal residence phone number: () _____

Is the mortgage on your principal residence paid? Yes No

If no, number of months your payment is past due (if known): _____

Hardship Affidavit

I am requesting review under the Making Home Affordable Program. I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

- My household income has been reduced. For example: reduced pay or hours, decline in business earnings, death, disability or divorce of a borrower or co-borrower.
- My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
- My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.
- My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.
- I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.

Other

Explanation (continue on back of page 3 if necessary):

Income/expenses for household

Important note: All income must be documented.

Combined income and expense of borrower and co-borrower

You are not required to disclose child support, alimony or separation maintenance income unless you choose to have it considered by your servicer.

| 1
Monthly household income | | 2
Monthly household expenses/debt | | 3
Household assets |
|--|-----------|---|-----------|---|
| Monthly gross wages | \$ | First mortgage payment | \$ | Checking account(s) |
| Overtime | \$ | Second mortgage payment/other liens | \$ | \$ |
| Borrower start date of employment (MMDDYYYY) | | Homeowners insurance ¹ | \$ | Savings/money market account(s) |
| Co-borrower start date of employment (MMDDYYYY) | | Property taxes ² | \$ | \$ |
| Borrower other employment start date (MMDDYYYY) (If borrower has a second job) | | Credit cards/installment loan(s) (<i>total minimum payment per month</i>) | \$ | Certificate(s) of deposit (CDs) |
| Co-borrower other employment start date (MMDDYYYY) | | Alimony/separation maintenance/child support payments | \$ | \$ |
| Child support/alimony/separation maintenance | \$ | Net rental expenses/property maintenance expenses | \$ | \$ |
| Non-taxable Social Security/Social Security Disability Insurance | \$ | Homeowners association/condominium fees | \$ | Stocks/bond(s) |
| Taxable Social Security benefits | \$ | Child care expenses | \$ | \$ |
| Other monthly income from pensions, annuities or retirement plans | \$ | Car payments, including car lease payments | \$ | Other cash on hand |
| Tips, commissions and bonus income | \$ | Car insurance/gas/maintenance | \$ | Other real estate (<i>estimated value</i>) |
| Self-employment income | \$ | Health insurance/medical expenses | \$ | Other |
| Unemployment income | \$ | Life insurance premiums (not withheld from pay) | \$ | \$ |
| Start date of unemployment (MMDDYYYY) | | Groceries | \$ | \$ |
| Gross rent received ³ | \$ | Water/sewer/utilities | \$ | \$ |
| Boarder income | \$ | Internet/cable/satellite/cell phone/home phone | \$ | Do not include retirement plans when calculating assets (401(k), pension funds, annuities, IRAs, Keogh plans, etc.) |
| Food stamps/Welfare | \$ | Personal loans/tuition | \$ | |
| Other (<i>investment income, royalties, interest, dividends, etc.</i>) | \$ | Charitable contributions | \$ | |
| | | Mortgage payments for other properties ⁴ | | |
| | | Other | \$ | |
| Total (gross income) | \$ | Total debts/expenses | \$ | Total assets |

1. Only include your homeowners insurance payment if you pay this amount yourself.

2. Only include your property tax payments if you pay them yourself.

3. Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in the following section.

4. Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in the following section.

Information about your other properties

Other properties owned

You must provide information about all properties that you or the co-borrower own, other than your principal residence and the property that you are requesting assistance for. (See below.) Use additional sheets if necessary.

Other Property #1

Property address: _____

Loan number: _____ Servicer name: _____

Mortgage balance: \$ _____ Current value: \$ _____

Property is: Vacant Second or seasonal home Rented

Gross monthly rent: \$ _____ Monthly mortgage payment*: \$ _____

Other Property #2

Property address: _____

Loan number: _____ Servicer name: _____

Mortgage balance: \$ _____ Current value: \$ _____

Property is: Vacant Second or seasonal home Rented

Gross monthly rent: \$ _____ Monthly mortgage payment*: \$ _____

Other Property #3

Property address: _____

Loan number: _____ Servicer name: _____

Mortgage balance: \$ _____ Current value: \$ _____

Property is: Vacant Second or seasonal home Rented

Gross monthly rent: \$ _____ Monthly mortgage payment*: \$ _____

* The amount of the monthly payment made to your Servicer – including, if applicable, monthly principal, interest, real property taxes and insurance premiums.

Other property for which assistance is requested

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

I am requesting mortgage assistance with a rental property. Yes No

I am requesting mortgage assistance with a second or seasonal home. Yes No

If yes to either, I want to: Keep the property Sell the property

Property address: _____

Loan number: _____

Do you have a second mortgage on the property? Yes No

If yes, Servicer name: _____ Loan number: _____

Do you have condominium or homeowner association (HOA) fees? Yes No

If yes, monthly fee: \$ _____

Are HOA fees paid current? Yes No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? Yes No

If no, are the taxes and insurance paid current? Yes No

If insurance is paid by you or HOA, name of insurance company: _____

Insurance company phone number: () _____

Annual homeowners insurance: \$ _____ Annual property taxes: \$ _____

If requesting assistance with a rental property, property is currently:

Vacant and available for rent Occupied without rent by your legal dependent, parent or grandparent as their principal residence

Occupied by a tenant as their principal residence Other _____

If rental property is occupied by a tenant:

Term of lease /occupancy: _____ / _____ / _____ - _____ / _____ / _____
 MM / DD / YYYY - MM / DD / YYYY

Gross monthly rent: \$ _____

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? Yes No

If yes, listing agent's name: _____ Phone number: () _____

List date: _____

Have you received a purchase offer? Yes No

Amount of offer: \$ _____ Closing date: _____

Rental Property Certification

You must complete this certification if you are requesting a mortgage modification with respect to a rental property.

By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property as previously described and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention

to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period. Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein. Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the date I signed this form or the date the RMA is received by your Servicer.

Initials: Borrower: _____ Co-borrower: _____

Dodd-Frank Certification

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L.111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I certify under penalty of perjury that I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I have not been convicted of such crimes. I also understand that knowingly submitting false information may violate Federal law. This certification is effective on the date I signed this form or the date this RMA is received by your servicer.

Borrower and Co- Borrower Acknowledgment and Agreement

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.

2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.

3. I authorize and give permission to the Servicer, the U.S. Department of Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.

4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.

5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.

6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.

7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.

8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.

9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan or agreement by references as if set forth therein full. My first timely payment, if required, following my Servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.

10. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, Social Security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury or its agents, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or Servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies and or individuals that perform support services in conjunction with home preservation mortgage assistance efforts; (e) auditors, including but not limited to independent auditors, regulators and agencies and (f) any HUD-certified housing counselor.

11. I consent to being contacted concerning this request for mortgage assistance at any email address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

Please note: this letter is being sent in response to your request for assistance. In order to assist you with this request, we must be able to contact you. Therefore, any previous request to cease communication with you has been waived for these purposes. If this is incorrect, please contact us immediately.

Borrower signature(s):

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

Borrower signature

Co-borrower signature

Borrower Social Security number

Co-borrower Social Security number

Borrower date of birth

Co-borrower date of birth

Date

Date

Contacts — if you have questions

If you have questions about this document or your available options, please contact your home preservation specialist.

If you have questions about your options that your Servicer cannot answer or if you need further counseling, call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). A Hotline counselor will help you by answering questions about your available options and providing you with free HUD-certified counseling services in English and Spanish.

Information for government monitoring purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or Servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or Servicer is required to note the information on the basis of visual observation and surname if you have made this request for assistance in person. If you do not wish to furnish the information, please check the box below.

| | | | |
|-----------------|---|--------------------|---|
| Borrower | <input type="checkbox"/> I do not wish to furnish this information. | Co-borrower | <input type="checkbox"/> I do not wish to furnish this information. |
| Ethnicity: | <input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Not Hispanic or Latino | Ethnicity: | <input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Not Hispanic or Latino |
| Race: | <input type="checkbox"/> American Indian or Alaska Native
<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> White | Race: | <input type="checkbox"/> American Indian or Alaska Native
<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> White |
| Sex: | <input type="checkbox"/> Female
<input type="checkbox"/> Male | Sex: | <input type="checkbox"/> Female
<input type="checkbox"/> Male |

To be completed by interviewer

This application was taken by:

- Face-to-face interview
- Mail
- Telephone
- Internet

Interviewer's name (print or type)

Interviewer's ID number

Interviewer's signature

Date

Interviewer's phone number (include area code)

Name /Address of interviewer's employer

Notice to Borrower

Be advised that you are signing this document under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtarp.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.





Request for Mortgage Assistance (RMA)

If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about all of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1: BORROWER INFORMATION

| BORROWER | CO-BORROWER |
|---|---|
| BORROWER'S NAME | CO-BORROWER'S NAME |
| SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YY) |
| HOME PHONE NUMBER WITH AREA CODE | HOME PHONE NUMBER WITH AREA CODE |
| CELL OR WORK NUMBER WITH AREA CODE | CELL OR WORK NUMBER WITH AREA CODE |
| MAILING ADDRESS | MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME") |
| EMAIL ADDRESS | EMAIL ADDRESS |
| Has any borrower filed for bankruptcy? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 | |
| Is any borrower a service member? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Filing Date: _____ Bankruptcy case number: _____ | |
| Have you recently been deployed away from your principal residence or recently received a permanent change of station order? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____ | |
| Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", how many? _____ | |
| Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

SECTION 2: HARDSHIP AFFIDAVIT

| | |
|---|--|
| I (We) am/are requesting review.
I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply): | |
| <input type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business or self-employment earnings, death, disability or divorce of a borrower or co-borrower. | <input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt. |
| <input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes. | <input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. |
| <input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago. Other: _____ | |
| Explanation (continue on a separate sheet of paper if necessary): | |

SECTION 3:PRINCIPAL RESIDENCE INFORMATION

(This section is required even if you are not seeking mortgage assistance on your principal residence)

I am requesting mortgage assistance with my principal residence Yes NoIf "yes", I want to: Keep the property Sell the property

Property Address: _____ Loan I.D. Number: _____

Other mortgages or liens on the property? Yes No Lien Holder / Servicer Name: _____ Loan I.D. Number: _____Do you have condominium or homeowner association (HOA) fees? Yes No "Yes", Monthly Fee \$ _____ Are fees paid current? Yes No

Name and address that fees are paid to:

Does your mortgage payment include taxes and insurance? Yes No If "No", are the taxes and insurance paid current? Yes No

Annual Homeowner's Insurance \$ _____

Is the property listed for sale? Yes No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? Yes No Amount of Offer \$ _____ Closing Date: _____**Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.**

Principal residence servicer name: _____ Principal residence servicer phone number: _____

Is the mortgage on your principal residence paid? Yes No If "No", number of months your payment is past due (if known) : _____**SECTION 4: COMBINED INCOME AND EXPENSE OF BORROWER AND CO-BORROWER**

| Monthly Household Income | | Monthly Household Expenses/Debt
(*Principal Residence Expense Only) | | Household Assets | |
|--|-----------|--|-----------|---|-----------|
| Monthly Gross wages | \$ | First Mortgage Principal & Interest Payment* | \$ | Checking Account(s) | \$ |
| Overtime | \$ | Second Mortgage Principal & Interest Payment* | \$ | Checking Account(s) | \$ |
| Self-employment Income | \$ | Homeowner's Insurance* | \$ | Savings / Money Market | \$ |
| Unemployment Income | \$ | Property Taxes* | \$ | CDs | \$ |
| Unlaxed Social Security / SSD \$ | \$ | HOA/Condo Fees* | \$ | Stocks / Bonds | \$ |
| Food Stamps/Welfare | \$ | Credit Cards/Installment debt (total min. payment) | \$ | Other Cash on Hand | \$ |
| Taxable Social Security or retirement income | \$ | Child Support / Alimony | \$ | | |
| Child Support / Alimony** | \$ | Car Payments | \$ | | |
| Tips, commissions, bonus and overtime | \$ | Mortgage Payments other properties**** | \$ | | |
| Gross Rents Received *** | \$ | Other | \$ | Value of all Real Estate except principal residence | \$ |
| Other | \$ | | | Other | \$ |
| Total (Gross income) | \$ | Total Debt/Expenses | \$ | Total Assets | \$ |

** Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.

*** Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section 6.

*** Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section 6.

Required Income Documentation

(Your servicer may request additional documentation to complete your evaluation)

| | |
|---|--|
| All Borrowers | <input type="checkbox"/> Include a signed IRS Form 4506-T or 4506T-EZ |
| <input type="checkbox"/> Do you earn a wage?

Borrower Hire Date Job 1 (MM/DD/YY) _____
Borrower Hire Date Job 2 (MM/DD/YY) _____
Borrower Hire Date Job 3 (MM/DD/YY) _____

Co-borrower Hire Date Job 1 (MM/DD/YY) _____
Co-borrower Hire Date Job 2 (MM/DD/YY) _____
Co-borrower Hire Date Job 3 (MM/DD/YY) _____ | <input type="checkbox"/> For each borrower who is a salaried employee or hourly wage earner, provide the most recent pay stub(s) that reflects at least 30 days of year-to-date income.

Borrower Job 1 Employer Name: _____
Borrower Job 2 Employer Name: _____
Borrower Job 3 Employer Name: _____

Co-borrower Job 1 Employer Name: _____
Co-borrower Job 2 Employer Name: _____
Co-borrower Job 3 Employer Name: _____ |
| <input type="checkbox"/> Are you self-employed? | <input type="checkbox"/> Provide your most recent signed and dated quarterly or year-to-date profit and loss statement. |
| <input type="checkbox"/> Do you receive tips, commissions, bonuses, housing allowance or overtime? | <input type="checkbox"/> Describe the type of income, how frequently you receive the income and third party documentation describing the income (e.g., employment contracts or printouts documenting tip income). |
| <input type="checkbox"/> Do you receive social security, disability, death benefits, pension, public assistance or adoption assistance? | <input type="checkbox"/> Provide documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider and receipt of payment (such as two most recent bank statements or deposit advices). |
| <input type="checkbox"/> Do you receive alimony, child support, or separation maintenance payments? | <input type="checkbox"/> Provide a copy of the divorce decree, separation agreement, or other written legal agreement filed with the court that states the amount of the payments and the period of time that you are entitled to receive them. AND

<input type="checkbox"/> Copies of your two most recent bank statements or deposit advices showing you have received payment.

Notice: Alimony, child support or separate maintenance Income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt. |
| <input type="checkbox"/> Do you have income from rental properties that are not your principal residence? | <input type="checkbox"/> Provide your most recent Federal Tax return with all schedules, including Schedule E.

<input type="checkbox"/> If rental income is not reported on Schedule E, provide a copy of the current lease agreement with bank statements showing deposit of rent checks. |

SECTION 5: OTHER PROPERTIES OWNED

(You must provide information about all properties that you or the co-borrower own, other than your principal residence and any property described in Section 6 below. Use additional sheets if necessary.)

Other Property #1

| | | |
|---|-----------------------------|------------------------------------|
| Property Address: _____ | Loan I.D. Number: _____ | |
| Servicer Name: _____ | Mortgage Balance \$ _____ | Current Value \$ _____ |
| Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented | Gross Monthly Rent \$ _____ | Monthly mortgage payment* \$ _____ |

Other Property #2

| | | |
|---|-----------------------------|------------------------------------|
| Property Address: _____ | Loan I.D. Number: _____ | |
| Servicer Name: _____ | Mortgage Balance \$ _____ | Current Value \$ _____ |
| Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented | Gross Monthly Rent \$ _____ | Monthly mortgage payment* \$ _____ |

Other Property #3

| | | |
|---|-----------------------------|------------------------------------|
| Property Address: _____ | Loan I.D. Number: _____ | |
| Servicer Name: _____ | Mortgage Balance \$ _____ | Current Value \$ _____ |
| Property is: <input type="checkbox"/> Vacant <input type="checkbox"/> Second or seasonal home <input type="checkbox"/> Rented | Gross Monthly Rent \$ _____ | Monthly mortgage payment* \$ _____ |

* The amount of the monthly payment made to your lender – including, if applicable, monthly principal, interest, real property taxes and insurance premiums.

SECTION 6: OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

(Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.)

 I am requesting mortgage assistance with a rental property Yes No I am requesting mortgage assistance with a second or seasonal home. Yes No If "Yes" to either, I want to: Keep the property Sell the property

Property Address: _____ Loan I.D. Number: _____

Do you have a second mortgage on the property Yes No If "Yes", Servicer Name: _____ Loan I.D. Number: _____Do you have condominium or homeowner association (HOA) fees? Yes No If "Yes", Monthly Fee \$ _____ Are fees paid current? Yes No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? Yes No If "No", are the taxes and insurance paid current? Yes No

Annual Homeowner's Insurance \$ _____ Annual Property Taxes \$ _____

If requesting assistance with a rental property, property is currently:

- Vacant and available for rent.
- Occupied without rent by your legal dependent, parent or grandparent as their principal residence.
- Occupied by a tenant as their principal residence.
- Other _____

If rental property is occupied by a tenant: Term of lease / occupancy ____ / ____ / ____ - ____ / ____ / ____ Gross Monthly Rent \$ _____
MM / DD / YYYY MM / DD / YYYY

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? Yes No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? Yes No Amount of Offer \$ _____ Closing Date: _____**RENTAL PROPERTY CERTIFICATION**

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property)

 By checking this box and initialing below, I am requesting a mortgage modification with respect to the rental property described in this Section 6 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer.

Initials: Borrower _____ Co-borrower _____

SECTION 7: DODD-FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

SECTION 8: INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

| | |
|---|--|
| BORROWER <input type="checkbox"/> I do not wish to furnish this information | CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information |
| <i>Ethnicity:</i> | <i>Ethnicity:</i> |
| <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Hispanic or Latino |
| <input type="checkbox"/> Not Hispanic or Latino | <input type="checkbox"/> Not Hispanic or Latino |
| <i>Race:</i> | <i>Race:</i> |
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> American Indian or Alaska Native |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Black or African American |
| <input type="checkbox"/> Native Hawaiian or Other Pacific Islander | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> White | <input type="checkbox"/> White |
| <i>Sex:</i> | <i>Sex:</i> |
| <input type="checkbox"/> Female | <input type="checkbox"/> Female |
| <input type="checkbox"/> Male | <input type="checkbox"/> Male |

| | | |
|---|--|---|
| To be completed by interviewer | | <i>Name/Address of Interviewer's Employer</i> |
| <i>This request was taken by:</i> | | |
| <input type="checkbox"/> Face-to-face Interview
<input type="checkbox"/> Mail
<input type="checkbox"/> Telephone
<input type="checkbox"/> Internet | | |
| <i>Interviewer's Name (print or type) & ID Number</i> | | |
| <i>Interviewer's Signature</i> | | <i>Date</i> |
| <i>Interviewer's Phone Number (include area code)</i> | | |

SECTION 9: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

Borrower Signature

Social Security Number

Date of Birth

Date

Co-borrower Signature

Social Security Number

Date of Birth

Date

HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer.

If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673).

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

**NOTICE TO BORROWERS**

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtarp.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

Beware of Foreclosure Rescue Scams. Help is FREE!

- There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.



| Document Name | Description |
|--|---|
| Business Bank Statements | Business Bank Statements for Verification of Receipt of Income and Expenses associated with your self-employment - A copy of your four (4) most recent bank statements -- all pages -- evidencing receipt of income and expenses paid out of the business. Your profit and loss will be calculated from these statements in place of a Profit & Loss statement. Business Bank Statements with intermingled personal incomes and expenses are not acceptable business bank statements. |
| Buyer Pre-Qual. Letter/Proof Of Funds | Buyer pre-qualification letter or proof of funds. |
| Cash Reserves Documentation | Cash Reserves Documentation – Proof of any liquid assets. Examples include 401K documentation, Money Market Account Statements, Bank Statements, Etc... |
| Child Support | A copy of the divorce decree, separation agreement or other written agreement or court decree that states the amount of the child support and period of time over which it will be received which must continue over a 12-month period. If 12-month continuance is not evident on documentation, a written statement, signed by the borrower and certifying 12-months continuance, must be obtained. |
| Child Support - Proof of Receipt | Proof of deposit/receipt for the child support income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income. |
| Contributor Credit Authorization | Non-borrower Contributor Authorization to Pull Credit Form as provided in your Request for Mortgage Assistance Form (RMA). An additional copy of the RMA can be found at www.sls.net or by calling SLS at 1-800-306-6059. |
| Death/Disability Benefit - Proof of Receipt | Proof of deposit/receipt for the death/disability income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income. |
| Death/Disability Benefit Statement | Death / Disability Benefit Statement - A copy of your most recent Death / Disability benefits statement that states the amount, frequency, and duration of the benefit. |
| Dodd Frank Certification | Dodd Frank Certification - Please provide a signed and dated Dodd-Frank certification form. |
| Estate Documentation | Estate Documentation - Required documentation includes; Death Certificate, Will, a Court Order appointing the executor and a copy of the Final Judgment of Distribution which lists the beneficiaries of the estate and the allocation of the estate assets. |
| Hardship Verification | Proof of Hardship as outlined in your Request for Mortgage Assistance Form (RMA). An additional copy of the RMA can be found at www.sls.net or by calling SLS at 1-800-306-6059. |
| Hazard/Flood Insurance Policy | A copy of your existing hazard and/or flood insurance declarations page that includes the policy dates and annual premium amount, details as to how the insurance premiums are paid (monthly, quarterly, semi-annually, annually), and when the next premium payment is due. In the event the insurance policy on file is expired and we have not received an updated policy, SLS will estimate the cost of insurance at a lender placed policy rate. This rate is normally higher than a preferred policy rate and may increase the amount of the monthly required escrow payment. |
| HOA Statement | A current Homeowner's Association (HOA) statement. |
| HUD / Settlement Statement | Proposed HUD/Settlement Statement for offer |
| HUD Form 90045 | HUD Form 90045 - Approval to Participate Form. |
| Jr. Lien holder Approval Letter | Letter indicating approval of offer from any junior lien holders. |
| Letter of Explanation | A letter completed by the borrower to explain discrepancies found that need further clarification. Your Single Point of Contact Agent is the best resource to contact if you have questions on what needs to be reviewed. |
| Listing Agreement | Valid Listing Agreement. |
| Mortgage Statement | A current Mortgage Statement showing the Unpaid Principal Balance is required for all other mortgages claimed on your Request for Mortgage Assistance Form (RMA). |
| "Other" Income Statement/ Award letter | Proof of "other" income referenced on your Request for Mortgage Assistance form (RMA). Borrowers with other earned income and/or Investment income must provide reliable third party documentation describing the nature of the income and its continuance. An example for investment income would be providing account statements showing balances. Please provide correct documentation if the other income listed on the RMA matches one of the other incomes on this document. |
| "Other" Income | Proof of deposit/receipt for "other" income referenced on your Request for Mortgage Assistance |

| Document Name | Description |
|---|--|
| - Proof of Receipt | form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income. Please provide correct documentation if the other income listed on the RMA matches one of the other incomes on this document. |
| P&L Statement | Copies of the most recent quarterly or year-to-date profit and loss statement. The statement must include the business name, income, cost of goods sold, other income, expenses, net income after expenses and period start and end dates (Example: 10/1/2013 through 12/31/2013). The statement must be signed and dated by the borrower claiming self-employment income. If you are no longer self-employed, please provide a copy of your cancelled business license or letter of explanation. |
| Paystubs | Most recent paystubs demonstrating at least 30 consecutive days' worth of income. Paystubs must show year-to-date earnings. If you are new to your job and do not yet have a pay stub, submit a letter from employer verifying employment start date and salary or rate of pay. |
| Pension/ Retirement - Proof of Receipt | Proof of deposit/receipt for the pension/retirement income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income. |
| Pension/ Retirement Award Letter | A copy of your most recent benefits statement or award letter for the pension/retirement income referenced in the Request for Mortgage Assistance Form (RMA) that states the amount, frequency, and duration of the benefit. |
| Public Assistance Award Letter | Proof of Public Assistance benefits (Food Stamps) claimed on your Request for Mortgage Assistance form (RMA) - A copy of your most recent Benefit Award letter that states the amount, frequency, and duration of the benefit. |
| Public Assistance - Proof of Receipt | Proof of deposit/receipt for Public Assistance income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements or account statements showing deposits of said income |
| Release of Obligation | Proof of Release of Ownership for one or more borrowers. Examples of sufficient evidence may include; Death Certificate, Will, Quit Claim Deed, or Court Order releasing ownership of one or more borrowers on the note.) |
| Rental Income - Proof of Receipt | Proof of deposit/receipt for the rental income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be 2 most recent consecutive bank statements showing deposits of said income. |
| Rental Income/Lease Agreement | The current lease agreement(s) as supporting evidence of your rental income. If a current lease agreement doesn't exist, please provide a letter detailing the following: the property or properties that are tenant occupied; the amount of rent received; the monthly mortgage payment amount; the lender's name; the monthly tax and insurance amounts (if not impounded); and the homeowners association dues, if applicable. The letter must be signed and dated by the person claiming the rental income. If you no longer receive rental income, please provide a letter of explanation. |
| RMA | Request for Mortgage Assistance Form (RMA) - This form must be fully completed and executed with consideration of each contributing borrower. A general copy of the RMA is also available at www.sls.net or you may request an additional application package by contacting us at the number referenced below. All borrowers should sign the RMA, with the only exceptions being the death of a borrower or divorce supported with documentation. Examples of acceptable documentation would include a death certificate or divorce decree showing release of obligation. |
| Settlement Income - Proof of Receipt | Proof of deposit/receipt for the settlement income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposit of said income. |
| Settlement Income Statement/Letter | A copy of the settlement agreement, court papers or award letter that states the amount of the settlement income and period of time over which it will be received. |
| Signed Sales Contract/Short Sale Addendum | Sales Contract signed by all parties including a Short Sale Addendum. |
| Social Security Income - Proof of Receipt | Proof of deposit/receipt for the social security income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be 2 most recent consecutive bank statements showing deposits of said income. |
| Social Security Statement | A copy of the current year Social Security benefits statement that states the amount, frequency, and duration of the benefit. |
| State Specific Borrower Agreement | An executed copy of the State Specific Prospective Borrower Agreement as described in your Request for Mortgage Assistance Form (RMA). A copy of this agreement can be located on our website at www.sls.net . |

| Document Name | Description |
|---|---|
| Tax Bills | A copy of your most recent tax bill that includes the tax amount, due date, and details as to the status of the bill; if there are delinquent taxes, a copy of all tax bills with the total amount due, including penalties and interest. In the event all other information is received and tax information has not been provided, SLS will perform a tax search in order to obtain all tax amounts due. A fee of \$25.00 will be assessed to your loan account for this search. |
| Tax Returns/Tax Transcripts | A copy of the signed tax returns for the two (2) most recent tax years including all applicable schedules and forms. Examples of schedules and forms include; Schedule E, Schedule C, W-2 Form, 1099 Form, Etc.... |
| Unemployment Benefits | A copy of your most recent benefits statement or award letter for the unemployment income referenced in the Request for Mortgage Assistance Form (RMA) that states the amount, frequency, and duration of the benefit. |
| Unemployment Benefits - Proof of Receipt | Proof of deposit/receipt for the unemployment benefits referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposit of said income. |
| VA Benefits - Proof of Receipt | Proof of deposit/receipt for the VA benefit income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income. |
| VA Benefits Statement | A copy of the current year Veteran's Assistance (VA) benefits statement that states the amount, frequency, and duration of the benefits. |
| W-2 Form | A copy of the most recent IRS form W-2. |

seterus.

Loan Number:

Uniform Borrower Assistance Form

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) information on the property's status; (3) real estate taxes; (4) homeowner's insurance premiums; (5) bankruptcy; (6) your credit counseling agency, and (7) information concerning other liens, if any, on your property.

On Page 2, you must disclose information about all of your income, expenses, and assets. Page 3 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 4, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. It also tells you the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations, and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of (1) this completed, signed, and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ (4506-T for self-employed borrowers or borrowers with rental income); (3) required income documentation, and (4) required hardship documentation.

| | | | | | | | |
|--|----------------|--------------------|--|---|--|---|------------------------------------|
| I want to: | | | | <input type="checkbox"/> Keep the property | <input type="checkbox"/> Vacate the property | <input type="checkbox"/> Sell the property | <input type="checkbox"/> Undecided |
| The property is currently: | | | | <input type="checkbox"/> My primary residence | <input type="checkbox"/> A second home | <input type="checkbox"/> An investment property | |
| The property is currently: | | | | <input type="checkbox"/> Owner occupied | <input type="checkbox"/> Renter occupied | <input type="checkbox"/> Vacant | |
| BORROWER | | | | CO-BORROWER | | | |
| Borrower's Name: | | | | Co-Borrower's Name: | | | |
| Social security number: | Date of birth: | No. of dependents: | | Social security number: | Date of birth: | No. of dependents: | |
| Home phone number with area code: | | | | Home phone number with area code: | | | |
| Cell or work number with area code: | | | | Cell or work number with area code: | | | |
| Start Date with Current Employer: | | | | Start Date with Current Employer: | | | |
| Mailing address: | | | | | | | |
| Property address (if same as mailing address, just write SAME): | | | | | | | Email: |
| Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | Have you contacted a credit counseling agency for help? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| If yes:
What was the listing date? _____ | | | | If yes:
Counselor's name: _____ | | | |
| Have you received an offer on the property?
<input type="checkbox"/> Yes <input type="checkbox"/> No | | | | Agency's name: _____ | | | |
| Date of offer: _____ | | | | Counselor's phone number: _____ | | | |
| Amount of offer: \$ _____ | | | | Counselor's email: _____ | | | |
| Agent's name/phone number: _____ | | | | | | | |
| Is the property for sale by owner? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | |
| Do you have condominium or homeowners association (HOA) fees? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| If yes: Total monthly amount: \$ _____ | | | | If yes:
<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13
Filing date: _____ | | | |
| Amount Past Due: \$ _____ | | | | Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Name and address fees are paid to: _____ | | | | Bankruptcy case number: _____ | | | |

Loan Number:

| | | |
|--|------------------------------|-----------------------------|
| Is any borrower an active duty service member? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is any borrower the spouse or dependent of an active duty service member? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Has any borrower been deployed away from his/her primary residence or recently received a Permanent Change of Station order? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is any borrower a dependent of a deceased service member who was on active duty at the time of death? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

| Monthly Household Income | | Household Assets (associated with the property and/or borrower(s) excluding retirement funds) | |
|--|-----------|--|-----------|
| Monthly gross wages | \$ | Checking account(s) | \$ |
| Overtime | \$ | Checking account(s) | \$ |
| Child support/alimony* | \$ | Savings/money market | \$ |
| Non-taxable social security/SSDI | \$ | CDs | \$ |
| Taxable SS benefits or other monthly income from annuities or retirement plans | \$ | Stocks/bonds | \$ |
| Tips, commissions, bonus, and self-employed | \$ | Other cash on hand | \$ |
| Rents received | \$ | Other real estate (estimated value) | \$ |
| Unemployment income | \$ | Other | \$ |
| Food stamps/welfare | \$ | Other | \$ |
| Other | \$ | Other | \$ |
| Total (gross income) | \$ | Total (assets) | \$ |

MONTHLY HOUSEHOLD EXPENSES/DEBT

| Monthly Debt Expenses | | Monthly Household Expenses | | |
|---|-----------|-----------------------------------|-----------|--|
| First mortgage payment | \$ | Cable | \$ | Tuition |
| Second mortgage payment | \$ | Bankruptcy trustee payments | \$ | Gas / fuel / oil for vehicle |
| Homeowner's Insurance | \$ | Bus / transit / parking | \$ | Ground rent / land lease |
| Property taxes | \$ | Internet | \$ | Health insurance |
| Credit cards / installment loans
(total minimum payment / mo.) | \$ | Charitable giving | \$ | Medical bills |
| Car lease payments | \$ | Child care | \$ | Life insurance |
| HOA/condo fees/property maintenance | \$ | Clothes | \$ | Prescriptions |
| Mortgage payments on other properties | \$ | Entertainment | \$ | Phones (land and/or cell) |
| Alimony payments | \$ | Legal / court costs | \$ | Food |
| Child support payments | \$ | Tax payments | \$ | Gas / electricity / fuel oil / water / sewer / garbage |
| Other | \$ | Vehicle insurance | \$ | Other |
| Total (debt expenses) | \$ | Total (household expenses) | \$ | |

Loan Number:

If subordinate lien(s) or any other lien(s) exist on the subject property, please enter information on the lien(s) below:

| Lien holder's name: | Balance/interest rate: | Loan number: | Lien holder's phone number: |
|---------------------|------------------------|--------------|-----------------------------|
| | | | |
| | | | |
| | | | |

REQUIRED INCOME DOCUMENTATION

Do you earn a salary or hourly wage?

For each borrower who is a salaried employee or paid by the hour, include the most recent pay stub(s) that covers at least 30 (consecutive) days of earnings and reflects year-to-date earnings. If not reported on the pay stub(s), alternative documentation reflecting year-to-date earnings is required (i.e., signed letter or printout from employer).

Are you self-employed?

For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.

Do you have any additional sources of income? Provide for each borrower as applicable:

"Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime:

- Reliable third-party documentation describing the nature of the income (e.g., pay stubs, employment contract, or printouts documenting tip income).

Social Security, disability or death benefits, pension, public assistance, or adoption assistance:

- Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy, or benefits statement from the provider, and
- Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.

Rental income:

- Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplemental Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent reduced by the monthly debt service on the property, if applicable; or
- If rental income is not reported on Schedule E – Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.

Investment income:

- Copies of the two most recent investment statements or bank statements supporting receipt of this income.

Alimony, child support, or separation maintenance payments as qualifying Income:*

- Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and
- Copies of your two most recent bank statements or other third-party documents showing receipt of payment.

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

Loan Number:

HARDSHIP AFFIDAVIT

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage relief options.

Date hardship began: _____

Has your hardship ended? No Yes If yes, what date was it resolved? _____

My hardship situation is:

Short term (less than 6 months) Medium term (6 – 12 months) Long term or permanent (more than 12 months)

I am having difficulty making my monthly mortgage payment because of the reason checked below.

(Please check the primary reason and submit the required documentation demonstrating your primary hardship.)

| If your hardship is: | Then the required hardship documentation is: |
|--|---|
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> No hardship documentation required |
| <input type="checkbox"/> Increase in housing expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control | <input type="checkbox"/> No hardship documentation required |
| <input type="checkbox"/> Income reduction: a hardship that has caused a decrease in income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, or a reduction in base pay) | <input type="checkbox"/> No hardship documentation required |
| <input type="checkbox"/> Divorce or legal separation; separation of borrowers unrelated by marriage, civil union, or similar domestic partnership under applicable law | <input type="checkbox"/> Divorce decree signed by the court OR
<input type="checkbox"/> Separation agreement signed by the court OR
<input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address OR
<input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying borrower or co-borrower has relinquished rights to the property |
| <input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household | <input type="checkbox"/> Death certificate OR
<input type="checkbox"/> Obituary or newspaper article reporting the death |
| <input type="checkbox"/> Long-term or permanent disability; serious illness of a borrower / co-borrower or dependent family member | <input type="checkbox"/> Written statement or other documentation verifying disability or illness OR
<input type="checkbox"/> Doctor's certificate of illness or disability OR
<input type="checkbox"/> Medical bills OR
<input type="checkbox"/> Proof of monthly insurance benefits or government assistance, if applicable |
| <input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or borrower's place of employment | <input type="checkbox"/> Insurance claim OR
<input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan OR
<input type="checkbox"/> Borrower or employer property located in a federally declared disaster area |

Loan Number:

HARDSHIP AFFIDAVIT (continued)

| | |
|--|--|
| <input type="checkbox"/> Distant employment transfer / relocation | <p>For active-duty service members:</p> <p><input type="checkbox"/> Notice of Permanent Change of Station (PCS) or actual PCS orders.</p> <p>For employment transfers / new employment:</p> <p><input type="checkbox"/> Documentation that reflects the amount of relocation assistance provided, if applicable, AND</p> <p><input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location OR</p> <p><input type="checkbox"/> Pay stub from new employer OR</p> <p><input type="checkbox"/> If none of these applies, provide a written explanation.</p> <hr/> <hr/> <hr/> |
| <input type="checkbox"/> Business failure | <p><input type="checkbox"/> Tax return from the previous year (including all schedules) AND</p> <p><input type="checkbox"/> Proof of business failure supported by one of the following:</p> <ul style="list-style-type: none"> ▪ Bankruptcy filing for the business; or ▪ Two months recent bank statements for the business account evidencing cessation of business activity; or ▪ Most recent signed and dated quarterly or year-to-date profit and loss statement |
| <input type="checkbox"/> Other (a hardship that is not covered above). Brief explanation of my hardship: <hr/> <hr/> <hr/> <hr/> | |

Loan Number:

BORROWER/CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

I certify, acknowledge, and agree to the following:

1. All of the information in this Borrower Assistance Form is truthful and the hardship that I have identified contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by the Servicer, owner or guarantor of my mortgage, their agent(s), or an authorized third party*, and I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all Servicer, or authorized third party*, communications.
3. Knowingly submitting false information may violate Federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the Servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. The Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
6. I may be eligible for a trial period plan, repayment plan, or forbearance plan. If I am eligible for one of these plans, I agree that:
 - a. All the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full.
 - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the notice of the plan sent by the Servicer.
 - c. The Servicer's acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
 - d. Payments due under a trial period plan for a modification will contain escrow amounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan or forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. The Servicer or authorized third party* will obtain a current credit report on all borrowers obligated on the Note.
9. The Servicer or authorized third party* will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, telephone number, (b) my social security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to the Servicer or authorized third party*, as well as any investor or guarantor (such as Fannie Mae or Freddie Mac), disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
 - a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
 - b. The U.S. Department of Treasury, Fannie Mae, and Freddie Mac, in conjunction with their responsibilities under the Making Home Affordable program, my state's Hardest Hit Funds agency (if applicable), or any companies that perform support services to them.
10. I consent to being contacted concerning this request for mortgage assistance at any telephone number, including mobile telephone number, or email address I have provided to the Servicer or authorized third party*. By checking this box , I also consent to being contacted by text messaging.

*An authorized third party may include, but is not limited to, a counseling agency, Housing Finance Agency (HFA), or other similar entity that is assisting me in obtaining a foreclosure prevention alternative.

| | | | |
|---------------------|-------|------------------------|-------|
| Borrower signature: | Date: | Co-Borrower signature: | Date: |
|---------------------|-------|------------------------|-------|



Rushmore Loan Management Services LLC
15480 Laguna Canyon
Irvine, CA 92618
(888) 202-0878 Phone
(888) 491-6397 Fax

Dear Borrower(s):

Rushmore Loan Management Services (Rushmore) understands that you may be experiencing a temporary or long-term hardship and need help. Rushmore wants to assist you with possible loss mitigation options that may be available to you. Depending on your specific loan and circumstances, these options may include, but are not limited to, the following: repayment plan, forbearance, loan modification, short sale or deed in lieu of foreclosure.

WHAT SHOULD I DO?

- Complete, sign and return the Borrower Assistance Application and, if applicable, the Third Party Authorization Form, any Non-Borrower Contribution Letter and a Credit Report Authorization for the Non-Borrower Contributor as instructed.
- Send all required supporting documents (such as paystubs, bank statements, tax returns) for all Borrowers and Non-Borrower Contributors.
- Send all these documents to Rushmore in one of the following ways:

By Mail:

Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92618
Attention: Home Retention

By Secure Fax: 949 -341 2238

- Keep a copy of all submitted documents for your records.

HOW LONG WILL THE REVIEW PROCESS TAKE?

- We will confirm receipt of your Borrower Assistance Application in writing within five (5) business days after receipt.
- We will let you know if any information or documents are missing and how much time you have to provide the missing information to us.
- We will evaluate you for all loss mitigation options available for your loan and circumstances once your Borrower Assistance Application is complete.
- We will let you know in writing within 30 calendar days from the date your Borrower Assistance Application is complete what, if any, options are available to you.



This completed Borrower Assistance Application and all required documentation must be sent to one of the following locations:

| | |
|---|---------------------------------|
| Mail: Attn: Loss Mitigation
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92619 | Secure Fax: 949-341-2238 |
|---|---------------------------------|

Questions: Call us at 888-504-7300 M-Th 6:00 am PST to 7:00 pm PST or
 F 6:00 am PST to 6:00 PST.

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this application along with other required documentation to be considered for available options. You must disclose information about (1) your intentions to either keep or transition out of the property; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency or representative, if any.

You must disclose information about your income, expenses and assets. This application also lists the required income documentation that you must submit in support of your request for assistance. You must also complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

When you sign and date this application you will make certain certifications, representations and agreements, including certifying that the information you provide in the application is accurate and truthful and that the identified hardship has contributed to your need for mortgage relief.

This application requires a completed and signed IRS Form 4506-T, the required income documentation, the required hardship documentation, a signed and completed Dodd-Frank Certification and, if applicable, a completed and signed Non-Borrower Contribution form

Loan Number: _____ (found on your monthly mortgage statement)

I want to: Keep the property Vacate the property Sell the property Undecided
 If you wish to keep the property, for how long? _____

The property is currently: My primary residence A second home
 An investment property

The property is currently: Owner occupied Renter occupied Vacant

| Borrower | Co-Borrower |
|---|---|
| Borrower Name: _____ | Co-Borrower Name: _____ |
| SSN _____ DOB _____ | SSN _____ DOB _____ |
| Home Phone # ()
Best time to call: | Home Phone # ()
Best time to call: |
| Cell/Mobile Phone # ()
Best time to call: | Cell/Mobile Phone # ()
Best time to call: |
| Email: _____ | Email: _____ |

- My primary language is Spanish. This information will be used to assign you a Spanish-speaking representative when available after your application is received. *Mi lengua principal es el español. Esta información sera utilizada para asignar un representante que hable español cuando este disponible después que su aplicación ha sido recibida.*
Llámenos al teléfono indicado si necesita ayuda para completar esta aplicación.

Mailing Address: _____

Property Address (if the same as mailing address, just write "same")

Have you contacted a credit counseling agency? Yes No

If yes, provide counselor contact information:

Agency Name: _____ Counselor Name: _____
 Counselor Phone #: _____
 Counselor email: _____

Rushmore may contact this agency about my Loan. Yes No

Do you have a lawyer or other representative we should contact about this application?

Yes No

If yes, provide contact information:

Law Firm Name (if any): _____ Representative Name: _____
 Phone #: _____
 Email: _____

Rushmore should only contact this representative about my Loan. Yes No

| |
|---|
| Estimated Market Value of the property \$ _____ |
| Is the property listed for sale? <input type="radio"/> Yes <input type="radio"/> No If yes, what was the listing date? |
| Have you received an offer on the property? <input type="radio"/> Yes <input type="radio"/> No
Date of Offer: _____ Amount of Offer \$ _____
Agent's Name: _____ Agent's phone #: _____
For Sale by Owner <input type="radio"/> Yes <input type="radio"/> No |
| Do you have condominium or homeowner association (HOA) fees? <input type="radio"/> Yes <input type="radio"/> No
Total monthly amount \$ _____
Name and Address that fees are paid to: _____ |
| Who pays the real estate tax bill on the property? <input type="radio"/> I/we do <input type="radio"/> Servicer does
Are the taxes current? <input type="radio"/> Yes <input type="radio"/> No |
| Who pays the homeowners insurance policy on the property? <input type="radio"/> I/we do <input type="radio"/> Servicer does
Is the policy current? <input type="radio"/> Yes <input type="radio"/> No Name of Insurance Company: _____
Insurance Company Phone #: _____ |
| Are there any liens/other mortgages or judgments on the property? <input type="radio"/> Yes <input type="radio"/> No
If yes, provide :
Lien holder/Servicer name: _____ Phone #: _____
Balance Amount: \$ _____ Monthly payment amount: \$ _____
Lien holder/Servicer name: _____ Phone #: _____
Balance Amount: \$ _____ Monthly payment amount: \$ _____
Lien holder/Servicer name: _____ Phone #: _____
Balance Amount: \$ _____ Monthly payment amount: \$ _____ |

| |
|--|
| Has the mortgage on your property ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? <input type="radio"/> Yes <input type="radio"/> No
Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? <input type="radio"/> Yes <input type="radio"/> No |
|--|

Have you or the co-borrower filed bankruptcy? Yes No
 Chapter 7 Chapter 11 Chapter 12 Chapter 13

Has the bankruptcy been discharged? Yes No Bankruptcy Case No. :

Has/was the mortgage on the property been reaffirmed? Yes No Don't know

If you have or will receive a discharge from a bankruptcy and the mortgage was not reaffirmed in the case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally. Your decision to discuss workout options with us is strictly voluntary. You are not obligated to pursue any workout option discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options to retain your property.

Is any borrower an active duty service member? Yes No

If yes, has any borrower been deployed away from his/her primary residence or received a permanent Change of Station order? Yes No

Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? Yes No

EMPLOYMENT INFORMATION

Borrower

Company Name: _____ Start Date: _____
Job Title: _____

Co-Borrower

Company Name: _____ Start Date: _____
Job Title: _____

Complete this section ONLY if you are requesting mortgage assistance for a property that is not your principal residence.

I am requesting mortgage assistance with a rental property that is not your principal residence. ?

Yes No

I am requesting mortgage assistance with a second or seasonal home: Yes No

If "Yes" to either, I want to: Keep the property Sell the property

Property Address: _____ Loan Number: _____

Do you have a second mortgage on the property? Yes No

If "yes": Service Name: _____ Loan Number: _____

Do you have condo or Homeowner's association (HOA) fee? Yes No

If "Yes": Monthly Fee: _____ Are HOA fees current? Yes No

Name and address fees are paid to: _____

Does your mortgage payment include taxes and insurance? Yes No

If "NO": Are taxes and insurance paid and current? Yes No

Annual Homeowner's Insurance: _____ Annual Property Taxes: _____

- Vacant and available for rent
- Occupied by a tenant as their principal residence
- Other: _____

If rental property is occupied by a tenant:

- Term / Lease of Occupancy: MM/DD/YYYY-
MM/DD/YYYY: _____
- Gross Monthly Rent: _____

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship and duration of non-rent paying occupant of rental property:

Is the property for sale? Yes No If "Yes" Listing Agent

Name: _____

Listing Agent Phone #: _____

Listing Date: _____ Have you received purchase offer? Yes No

Amount of Offer: _____ Closing Date: _____

You must complete this certification if you are requesting mortgage assistance with respect to a rental property.

_____ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this section and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspaper, websites, or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intent to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The Term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) exclusive of my primary residence.

Notwithstanding the residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certificate is effective on the earlier of the date listed below or the date the RMA is received by you servicer.

Initials: _____ Borrower: _____ Co-Borrower: _____

Borrower**Monthly Income****Borrower Assets**

| | | | |
|--|----|---|----|
| Gross Wages | \$ | Checking Account | \$ |
| Overtime | \$ | Checking Account | \$ |
| Child support/alimony* | \$ | Savings/money market | \$ |
| Non-taxable Social Security/SSDI | \$ | Stocks/bonds/CDs | \$ |
| Taxable SS benefits or other monthly income from annuities or retirement plans | \$ | Expected assets (e.g., inheritance, tax, returns, etc.) | \$ |
| Tips, commissions, bonus and self-employment income | \$ | Total amount in additional assets (e.g. trusts) | \$ |
| Rents received | \$ | Other real estate owned (estimated value) | \$ |
| Unemployment income | \$ | Retirement | \$ |
| Food stamps/welfare | | Other cash on hand | |
| Other | | Other | |

Co-Borrower**Monthly Income****Borrower Assets**

| | | | |
|--|----|---|----|
| Gross Wages | \$ | Checking Account | \$ |
| Overtime | \$ | Checking Account | \$ |
| Child support/alimony* | \$ | Savings/money market | \$ |
| Non-taxable Social Security/SSDI | \$ | Stocks/bonds/CDs | \$ |
| Taxable SS benefits or other monthly income from annuities or retirement plans | \$ | Expected assets (e.g., inheritance, tax, returns, etc.) | \$ |
| Tips, commissions, bonus and self-employment income | \$ | Total amount in additional assets (e.g. trusts) | \$ |
| Rents received | \$ | Other real estate owned (estimated value) | \$ |
| Unemployment income | \$ | Retirement | \$ |
| Food stamps/welfare | | Other cash on hand | |
| Other | | Other | |

*Child Support, alimony, separation maintenance need not be disclosed if you do not want it considered in support of your Loan payments.

Monthly Household Expenses

| | | | |
|--|----|---------------------------------------|----|
| First Mortgage | \$ | Electric | \$ |
| Second Mortgage | \$ | Gas | \$ |
| Homeowner's Insurance | \$ | Trash | \$ |
| Property Taxes | \$ | Cable | \$ |
| HOA/Cond Fees/property maintenance | \$ | Cell phone | \$ |
| Student Loan (if not deferred) | \$ | Food | \$ |
| Car Payment | \$ | Clothing | \$ |
| Credit Cards/Other Installment Loans (minimum monthly payment) | \$ | Out of pocket medical/dental expenses | \$ |
| Car Expense/Gas | \$ | Life Insurance | \$ |
| Alimony/ Child Support Payments | \$ | Mortgage Payments on other properties | \$ |
| Hobbies/Entertainment | | Other | |

If you want Rushmore to consider Non-Borrower/Contributor Income (a person who resides in the property or contributes to household income but is not a listed Borrower on the Loan), please submit a completed and signed Non-Borrower Contribution form with this application.

Additional documentation may be required if income not supported.

| | | |
|---|---|--|
| Wage Earner | Self-Employed | Other Income |
| <ul style="list-style-type: none"> • Last 3 paystubs • Last 3 months' bank statements • Last year's full tax returns • Last year's W-2s | <ul style="list-style-type: none"> • Year to date Profit and Loss Last year's full tax returns (business and personal) • Last 3 months' bank statements (business and personal) | <ul style="list-style-type: none"> • Award letter/evidence of other income (e.g. social security income, disability income, alimony*, child support*, rental income, public assistance, etc.) |

I (we) are having difficulty or expect to have difficulty making monthly mortgage payments because of the reason(s) set forth below. Please check the primary reason and submit the required documentation demonstrating your primary hardship.

If your Hardship Is:

Then the required documentation is:

| | |
|--|--|
| <input type="radio"/> Unemployment | Please state dates of unemployment |
| <input type="radio"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances beyond your control (e.g., reduction in overtime or regular working hours, reduction in base pay) | Provide a written description of your circumstances below: |
| <input type="radio"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expense due to circumstances beyond your control | Provide a written description of your circumstances below: |

| | |
|---|--|
| <input type="radio"/> Divorce or legal separation; separation of borrowers unrelated by marriage, civil union or domestic partnership | <p>One of:</p> <ul style="list-style-type: none"> • Divorce decree • Separation Agreement • Current credit report evidence divorce, separation or non-occupying borrower has different address • Recorded quitclaim deed evidencing that non-occupying borrower has relinquished rights to the property |
| <input type="radio"/> Death of a borrower or death of a primary or secondary wage earner in the household | <p>Either:</p> <ul style="list-style-type: none"> • Death certificate • Obituary or newspaper article reporting the death |
| <input type="radio"/> Long-term or permanent disability; serious illness of a borrower or dependent family member | <p>One of:</p> <ul style="list-style-type: none"> • Proof of monthly insurance benefits or government assistance, if applicable • Written statement or other documentation verifying disability or illness • Doctor's certificate of illness or disability • Medical Bills <p><i>None of the above shall require providing detailed medical information</i></p> |
| <input type="radio"/> Disaster (natural or man-made) adversely impacting the property or a borrower's place of employment | <p>One of:</p> <ul style="list-style-type: none"> • Insurance claim • Federal Emergency Management Agency grant or Small Business Administration loan • Borrower or employer property located in a declared disaster area |

| | |
|--|---|
| <input type="radio"/> Distant employment transfer/relocation | <p>For active duty service members: Note of Permanent Change of Station (PCS) or actual PCS orders</p> <p>For employment transfers/new employment:
One of:</p> <ul style="list-style-type: none"> • Copy of signed offer letter/employer notice showing employment location • Pay-stub from new employer • if none of the above, written explanation <p>Also provide documentation showing any relocation assistance</p> |
| <input type="radio"/> Business Failure | <p>Tax Return from previous year (with schedules) AND Proof of business failure supported by one of the following:</p> <ul style="list-style-type: none"> • Bankruptcy filing for business • 2 months recent bank statements for business account evidencing cessation of business activity • Most recent signed and dated quarter or year to date profit and loss statement |
| <input type="radio"/> Other | <p>Provide a written description of hardship below and any relevant documentation:</p> |

For federal government programs, the following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race or sex, the lender or service is required to note the information on the basis of visual observation or surname if you have made a request of loan modification in person. If you do not wish to furnish this information indicate below.

| | |
|--|--|
| Borrower <input type="radio"/> I do not want to furnish this information | Co-Borrower <input type="radio"/> I do not want to furnish this information |
| Ethnicity <input type="radio"/> Hispanic/Latino
<input type="radio"/> Not Hispanic/Latino | Ethnicity <input type="radio"/> Hispanic/Latino
<input type="radio"/> Not Hispanic/Latino |
| Race
Islander
<input type="radio"/> American Indian/Alaska Native
<input type="radio"/> Asian
<input type="radio"/> Black/African American
<input type="radio"/> Native Hawaiian/Other Pacific
<input type="radio"/> White | Race
Islander
<input type="radio"/> American Indian/Alaska Native
<input type="radio"/> Asian
<input type="radio"/> Black/African American
<input type="radio"/> Native Hawaiian/Other Pacific
<input type="radio"/> White |
| Sex <input type="radio"/> Female
<input type="radio"/> Male | Sex <input type="radio"/> Female
<input type="radio"/> Male |

I certify, acknowledge and agree as follows:

1. All information in this Borrower Assistance Application is truthful and the hardship I have identified as contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by Rushmore, the loan owner or guarantor of my loan, their agents or an authorized third party*, and I may be required to provide additional supporting documentation.
3. Knowingly submitting false information may violate federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage loan, engaged in fraud or misrepresented any fact(s) in connection with this application or if I do not provide all required documentation, Rushmore may cancel any mortgage relief granted and may pursue foreclosure on my property and/or pursue any available legal remedies.
5. Rushmore is not obligated to offer me assistance based solely on the representations in this application or other documentation submitted in connection with my requested.
6. I may be eligible for a trial plan, repayment plan or forbearance plan. If I am eligible for one of these
 - a. All the terms of this Acknowledgement and Agreement are incorporated into such plan.
 - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the plan sent by Rushmore.
 - c. Rushmore's acceptance of any payment under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
 - d. Payments due under a trial plan for modification generally require escrow amounts. If I was not previously required to pay escrow amounts and my trial plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan for forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. Rushmore may obtain a current credit report on all borrowers obligated on the Note.
9. Rushmore or my designated representative or counseling agency will collect and record personal information that I submit in or related to this application and during the evaluation process. This personal information may include (a) my name, address and telephone number, (b) my social security number, (c) my credit score, (d) my income and (e) my payment history and information about my accounts and activity. I understand and consent to this as well as your disclosing this information and the terms of any relief granted to any investor, insurer or guarantor of my loan and if applicable, to the US Department of Treasury, Fannie Mae and Freddie Mac (and their agents) in conjunction with their responsibilities under the Making Home Affordable program.
10. I consent to being contacted concerning this request for mortgage assistance and all other matters concerning my loan at any e-mail address or cellular or mobile telephone number I have provided to Rushmore. This includes text messages and telephone calls (including those made by an automated dialer) to my cellular or mobile telephone.

Borrower Signature

Date

Co-Borrower Signature

Date

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information if you may be eligible for assistance under the Making Home Affordable Program. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 USC 5201 et seq) or any other mortgage assistance program authorized or funded by that Act, if such person in connection with a mortgage or real estate transaction has been convicted within the last 10 years of any one of the following (A) felony larceny, theft, fraud or forgery; (B) money laundering; or (C) tax evasion.

I/we understand that the Servicer, the United States Department of the Treasury or their respective agents may investigate the accuracy of my/our statements by performing routine background checks, including automated searches of federal, state or county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this application is received by the Servicer.

Borrower Signature

Date of Birth

Date of Birth

Social Security Number

Co-Borrower Signature

Date of Birth

Date of Birth

Social Security Number

Use this form for an individual who resides at your property address or contributes to household income who is not listed as a borrower on the loan.

Borrower Name: _____

Loan Number: _____ Property Address: _____

Non-Borrower Contributor Name: _____

Non-Borrower Contributor Address: _____

Non-Borrower Contributor Social Security No.: _____

My income has been previously used in an evaluation for a HAMP modification for a principal residence. Yes No

A mortgage of any other property I own has had a permanent HAMP modification.
 Yes No

Monthly Income

| | |
|--|----|
| Gross Wages | \$ |
| Overtime | \$ |
| Child support/alimony* | \$ |
| Non-taxable Social Security/SSDI | \$ |
| Taxable SS benefits or other monthly income from annuities or retirement plans | \$ |
| Tips, commissions, bonus and self-employment income | \$ |
| Rents received | \$ |
| Unemployment income | \$ |
| Food stamps/welfare | |
| Other | |

**Child Support, alimony, separation maintenance need not be disclosed if you do not want it considered in support of your Loan payments.*

By signing below, I agree to the following

- I request that my income be included in the review of the modification request by the above referenced borrower(s).
- I contribute/will contribute for the foreseeable future : (check one)
 \$ _____ monthly to the household 100% of my income
- I will provide documentation supporting my income upon request.
- I authorize Rushmore or its agents to obtain my credit report in connection with your evaluation of the Borrower's request for assistance.

Signature of Non-Borrower Contributor

Date: _____

WILL INCOME DOCUMENTATION THAT I SUBMIT EXPIRE AT ANY POINT?

- Any income documentation that you submit as part of your Borrower Assistance Application will be good for a period of 90 days from the date received by Rushmore. Generally, a decision will be made on your Borrower Assistance Application prior to the time that documentation you submit would expire.
- Income documentation includes items that would document your monthly income, such as paycheck stubs and bank statements.

WILL I BE CONSIDERED FOR ALL TYPES OF LOSS MITIGATION OPTIONS?

- We service loans for many different types of loan owners. Each loan owner decides what options to offer and when and under what circumstances they will be offered. Some loan owners may not offer loan modification options or may limit the number of times or the time periods during which it will offer certain options. Some loan owners may offer different options depending on whether the property is a primary residence, second home or investment property or is vacant. You will be considered for all loss mitigations that are offered by the particular owner of your loan for the particular type of loan that you have and under your specific circumstances.
- If your loan is a government-insured loan (e.g., FHA, VA or USDA), the government agency determines what options may be offered and when they may be offered.
- If your loan is eligible for evaluation under Government's Home Affordable Modification Program ("HAMP"), we will determine if you qualify for a modification under HAMP before evaluating you for any available proprietary loan modification. HAMP regulations determine who is eligible and when loan modifications must be offered. In addition, your loan owner must have agreed at the time it acquired your loan that it would be HAMP eligible. Most of the loans serviced by Rushmore are not eligible for modification under HAMP.

WILL MY CREDIT SCORE BE AFFECTED?

- We are required to report the delinquency status of your loan as well as your entry into a Repayment Plan, Forbearance Plan or Trial Period Payment Plan to the credit reporting agencies in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements.
- The acceptance of a foreclosure prevention option may affect your credit score, depending on your individual credit history. Credit scoring companies generally consider entering to a plan with reduced payments as increasing your credit risk. Therefore, entering into a plan with reduced payments may adversely affect your credit score, particularly if you are current on your loan or otherwise have a good score.

WILL THERE BE ANY TAX CONSEQUENCES?

- Depending on the loss mitigation option or terms of an option you are offered, there may be tax consequences to such a transaction. For example, debt forgiveness may be taxable income to you.
- Rushmore does not provide tax advice. You should consult your tax advisor or an attorney about any potential tax consequences of an offered loss mitigation option.

WILL YOU CONTINUE COLLECTION OR FORECLOSURE ACTIVITIES?

- **You should continue to make all required monthly payments on your loan if you can.**
- We may continue collection and/or foreclosure activity as allowed under applicable federal and state laws until a foreclosure prevention option has been approved and is completed.
- If you submit a complete Borrower Assistance Application, we will not commence a foreclosure proceeding unless:
 - You do not accept an offered option within the specified time period.
 - You are denied for all available options to foreclosure and any applicable appeal period has expired.
 - You breach the terms of the option you were offered and you accepted.

WHAT IF MY PROPERTY IS SCHEDULED FOR A FORECLOSURE SALE?

- In general, we will not evaluate a Borrower Assistance Application that is submitted shortly before a scheduled foreclosure sale date. This means that, in general, in order for your Application to be evaluated, your complete Borrower Assistance Application must be received by Rushmore:
 - **For HAMP eligible loans: at least 7 business days prior to the scheduled foreclosure sale date**
 - **If the property is in California, Washington or Nevada and is your primary residence: at least 7 business days prior to the scheduled foreclosure sale date**
 - **For all other loans: at least 38 calendar days prior to the scheduled foreclosure sale date**
- **If a foreclosure sale is pending but there is no specific date scheduled for the sale, a court with jurisdiction over the foreclosure or a public official charged with carrying out the sale may not halt the sale even if we approve you for a foreclosure alternative prior to the sale.**

WILL I NEED AN APPRAISAL ON MY HOME?

Depending on the type of option, you may receive a call from a property appraiser and/or real estate broker to make arrangements to gain access to your property to determine its value. The cost of the appraisal will be added to your loan account.

WHAT IF I AM AN ACTIVE SERVICE MEMBER?

The Servicemembers Civil Relief Act provides certain legal protections and debt relief to service members on active duty or the dependents of active servicemembers. Please visit www.militaryonesource.com for information and assistance with budgeting, debt reduction and credit issues or call toll free from within the U.S. at 800-342-9647 or from outside the U.S. at 800-342-6477 or International Collect at 484-530-5908. Please let Rushmore know if you are an active service member experiencing financial difficulty. Even if you are not entitled to protection under the Servicemembers Civil Relief Act, Rushmore may be able to help you under its service members relief program.

ARE THERE OTHER RESOURCES AVAILABLE TO ME?

The U.S. Department of Housing and Urban Development (HUD) sponsors non-profit homeownership counseling agencies across the country. Call 800-569-4287 or visit www.consumerfinance.gov/mortgagehelp for a list of HUD-approved agencies in your area. In addition, many state regulatory authorities maintain lists of non-profit homeownership counseling agencies available to borrowers in that state. The New York State Department of Financial Services' website (www.dfs.ny.gov) or the Division of Housing and Community Renewal's website (www.nyshcr.gov) can provide names of counseling agencies assisting New York borrowers. For borrowers in other states, please check your state's regulatory websites.

**RUSHMORE IS REQUIRED BY LAW TO INFORM YOU THAT THIS
COMMUNICATION IS FROM A DEBT COLLECTOR. HOWEVER, THE PURPOSE
OF THIS COMMUNICATION IS TO OFFER YOU LOSS MITIGATION ASSISTANCE.
TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT
TO AN AUTOMATIC STAY OF A BANKRUPTCY ORDER, THIS NOTICE IS FOR
COMPLIANCE AND INFORMATIONAL PURPOSES ONLY, AND DOES NOT
CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ON
ANY SUCH OBLIGATION.**

STATE SPECIFIC NOTICES

The following notice applies to California residents only:

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

The following notice applies to Colorado residents only:

Please note: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA. Please be advised that you can reach the Colorado Foreclosure Hotline at 1-877-601-HOPE.

If you have any questions regarding this letter, please contact:

Irvin Borenstein
13111 E. Briarwood Ave. Ste #340
Centennial, CO 80112
Phone: 303-309-3839

The following notice applies to Massachusetts residents only:

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.